



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

October 14, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT A STANDARD AGREEMENT FROM THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH FOR THE DEPARTMENT OF PUBLIC HEALTH
CHILDHOOD LEAD POISONING PREVENTION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to accept a Standard Agreement from the California Department of Public Health for the period of July 1, 2008, through June 30, 2011, to receive funds to support the Department of Public Health's Childhood Lead Poisoning Prevention Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Standard Agreement Number 08-85065 (Exhibit I) from the California Department of Public Health (CDPH) to support DPH's Childhood Lead Poisoning Prevention Program (CLPPP) for the period of July 1, 2008, through June 30, 2011, in the amount of \$15,031,586 comprised of \$5,036,786 for Fiscal Year (FY) 2008-09, \$4,996,615 for FY 2009-10, and \$4,998,185 for FY 2010-11.

2. Delegate authority to the Director of DPH, or his designee, to execute amendments substantially similar to Standard Agreement Number 08-85065, that extend the term, rollover unspent funds, and/or increase or decrease funding up to 30 percent of the total annual amount of the Standard Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of the Board offices.
3. Authorize DPH to fill one Environmental Health Technician full-time equivalent (FTE), one Environmental Health Services IV FTE, and two Health Education Assistant FTEs in excess of what is provided for in the Department's staffing ordinance, pursuant to Section 6.06.020 of the County Code, and subject to allocation. These positions are 100 percent offset by CDPH funds received under Standard Agreement Number 08-85065.
4. Approve the attached Board Resolution (Exhibit II), as required by the CDPH, Childhood Lead Poisoning Prevention Branch.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of this action will enable DPH's CLPPP to continue to provide primary prevention activities, case management services, surveillance, and environmental investigations of lead poisoning in children that help reduce the incidence of exposure to lead and ameliorate the consequences of exposure to children residing in Los Angeles County.

Primary prevention activities include outreach and education to schools, parents, childcare givers, contractors, hardware stores, and homeowners. The goal of these prevention activities is to educate on how to prevent lead poisoning, how to use lead safe work practices during the remodeling and/or repairing of homes, to give medical providers updated lead awareness information, inform those providers of their legal responsibilities in screening children for lead poisoning, and CLPPP collaborating with cities that have a high incidence of lead poisoned children, community-based organizations, and other health organizations to impact a higher level of lead-poisoning awareness to their communities.

Implementation of Strategic Plan Goals

This action supports Goal 5, Children and Families' Well-Being and Goal 7, Health and Mental Health of the County Strategic Plan, by continuing to provide services to reduce exposure to lead in children residing in Los Angeles County.

FISCAL IMPACT/FINANCING

The total amount of funding available to DPH under Standard Agreement Number 08-85065 is \$15,031,586, comprised of \$5,036,786 for FY 2008-09, \$4,996,615 for FY 2009-10, and \$4,998,185 for FY 2010-11. There is no net County cost related to this action.

Funding is included in DPH's FY 2008-09 Adopted Budget and will be requested in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 3, 2007, DPH submitted an application to the Childhood Lead Poisoning Prevention Branch (CLPPB) of CDPH for funding of DPH's CLPPP for FY 2008-09 through FY 2010-11.

On June 17, 2008, DPH received Standard Agreement Number 08-85065 from CLPPB in the amount of \$15,031,586 for FY 2008-09 through FY 2010-11.

County Counsel has approved Exhibits I and II as to form.

Attachment A is the Grants Management Statement which the Board instructed all County departments to include in all Board letters for grant awards exceeding \$100,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

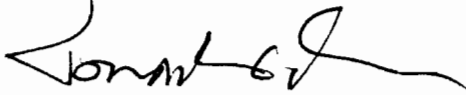
Approval of Standard Agreement Number 08-85065 will ensure continued funding to support DPH's CLPPP activities that provide primary prevention activities, case management services, surveillance, and environmental investigations of lead poisoning in children to help reduce exposure to lead and ameliorate the consequences of exposure to children residing in Los Angeles County.


CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Honorable Board of Supervisors
October 14, 2008
Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan Fielding", written over a horizontal line.

 JONATHAN FIELDING
Director and Health Officer, Department of Public Health

JF:

Attachments (3)

c: Chief Executive Office
County Counsel

ATTACHMENT A

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Public Health – Maternal Child and Adolescent Health
Childhood Lead Poisoning Prevention Program

Grant Project Title and Description: Childhood Lead Poisoning Prevention Program

The California Department of Public Health Standard Agreement Number 08-85065 will provide continued funding to support activities of the Department of Public Health's Childhood Lead Poisoning Prevention Program.

Funding Agency	Program (Fed. Grant#/State Bill or Code #)	Grant Acceptance Deadline:
CA Department of Public Health	#08-85065	ASAP

Total Amount of Grant: \$15,031,586 County Match Requirements: \$0

Grant Period: 3 years Begin: July 1, 2008 End Date: June 30, 2011

Number of Personnel Hired – Full-Time: 4 Part-Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be laced on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires? Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services Yes No X

b.) Identify other revenue sources Yes X No

c.) Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature: 

Date: 9-8-08

REGISTRATION NUMBER

AGREEMENT NUMBER

08-85065

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

Los Angeles County

2. The term of this Agreement is: 07/01/08 through 06/30/11
3. The maximum amount of this Agreement is: \$ 15,031,586
Fifteen Million Thirty-One Thousand Five Hundred Eighty-Six Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	19 pages
Exhibit A, Attachment I – Work Plan	34 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jonathan E. Freedman, Chief Deputy, Department of Public Health

ADDRESS

C/O: Angie Toyota, Program Coordinator

Los Angeles County CLPPP, 5555 Ferguson Dr. Rm 210-02 Commerce, CA.

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Allan Chinn, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of
General Services Use Only

☐ Exempt per:

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Los Angeles County Childhood Lead Poisoning Prevention Program (CLPPP) will provide direct case management for children, as well as education to the communities, families and health care providers within its jurisdiction. The Contractor will coordinate lead-related activities for a range of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch (CLPPB) to new sources of lead exposure and barriers in the continuum of care and prevention, and help develop creative new strategies towards realizing a mutual vision of a healthy, lead-safe environment, in which all children can achieve their full potential.

2. Service Location

The services shall be performed at applicable facilities in Los Angeles County.

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding official holidays.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	Los Angeles County
Contract Manager: Manny Berino Telephone: (510) 620-5612 Fax: (510) 620-5656 Email: Manny.Berino@cdph.ca.gov	Angie Toyota, Program Coordinator Telephone: (323) 869-7171 Fax: (323) 887-5178 Email: atoyota@ph.lacounty.gov

B. Direct all inquiries to:

California Department of Public Health	Los Angeles County
Childhood Lead Poisoning Prevention Branch (CLPPB) Attention: Manny Berino 850 Marina Bay Parkway, Bldg. P, 3 rd Floor Richmond, CA. 94804-6403 Telephone: (510) 620-5612 Fax: (510) 620-5656 Email: Manny.Berino@cdph.ca.gov	Childhood Lead Poisoning Prevention Program (CLPPP) Attention: Angie Toyota 5555 Ferguson Drive, Room 210-02 Commerce, CA 90022 Telephone: (323) 869-7171 Fax: (323) 887-5178 Email: atoyota@ph.lacounty.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit A
Scope of Work

5. Required Deliverables for Program Review and Evaluation

- A. The Contractor will submit as deliverables to Childhood Lead Poisoning Prevention Branch the following documents:
- 1) Biannual Progress Reports using the CLPPB Progress Report format.
 - 2) Quarterly invoices as outlined in Exhibit B, Provision 1, page 1 of 4.
 - 3) Status report, case management information, and other contract-related information as requested by CLPPB for program review.

6. Subcontracts Requirements

- A. Subcontracts are allowed. Contractors shall adhere to the provisions in Exhibit D(F), "Special Terms and Conditions", paragraph 5, Subcontract Requirements.
- B. Subcontractor Budget detail will be attached and incorporated herein, and made a part hereof only when the subcontract budget total exceeds \$50,000.

7. See the following pages for a detailed description of the services to be performed.

Exhibit A
Scope of Work

Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department throughout California.

Objective 1-I.

Maintain (or establish) and successfully administer a local Childhood Lead Poisoning Prevention Program (CLPPP).

A. Timeline – ongoing

B. Major activities

1. All CLPPPs- Designate a CLPPP Coordinator responsible for conducting or overseeing the activities below.

- a. Prepare and implement a CLPPP work plan that identifies appropriate activities and staff for the needs of the local health jurisdiction.
- b. Coordinate all CLPPP services and activities within the local health jurisdiction.
- c. Act as primary program contact with the Childhood Lead Poisoning Prevention Branch (CLPPB).
- d. Ensure adherence with and implementation of all CLPPB contract requirements, including the CLPPP work plan, and with CLPPB policies and procedures.
- e. Ensure CLPPP representation, in person or by phone conferencing, audio or video formats, at CLPPB -sponsored meetings and trainings, and CLPPB working groups as requested. These would include, but not be limited to, regional and statewide program meetings, trainings for new CLPPP coordinators, trainings on time study documentation as appropriate, and trainings on use of the CLPPB data system.
- f. Ensure that all staff providing services to children under this contract have and maintain the professional qualifications and criteria (education, licenses, and training) required by CLPPB.
- g. Convene and conduct CLPPP Team quarterly meetings, in person or through phone conferencing, video or audio formats, with participation by all CLPPP team members. This would include Health Educators, Nutritionists, Public Health Nurses, Environmental Professionals, and others, as appropriate for the size and staffing of the CLPPP.
- h. Submit semi-annual CLPPP progress reports according to CLPPB requirements.

Exhibit A
Scope of Work

2. **Tier 2-** The Local Health Jurisdiction (also referred to as CLPPP) is encouraged to add additional activities as mentioned below. Refers to those programs receiving services in addition to performing "All CLPPPs" basic functions.
 - a. Examples would be hosting and facilitating regional meetings or CLPPB -sponsored trainings.

Goal 2. Decrease the exposure of children to lead and the incidence of increased childhood blood lead levels.

Objective 2-I.

Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure.

- A. Timeline – ongoing
- B. Major activities

1. **All CLPPPs-** Develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the *Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure*.

NOTE: As a group, children eligible for or enrolled in government-assisted health care programs are known to be at high risk of lead exposure and poisoning. These children are more likely to live or spend time in older housing with deteriorating, lead-based paint or lead-contaminated dust and soil. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated.

Activities must:

- a. Support Goal 2 and Objective 2-I;
- b. Have objectives that are clear and that can be measured. Examples of these types of measurements include (but are not limited to), number of families and child caregivers reached, number of program materials distributed, percent of knowledge increased by a training, and percent of answers correct on a test.
- c. Include evaluation (how the success of the activity will be measured). Evaluation can be of the process and/or of the outcome. The following examples demonstrate both types of evaluation.
 - i. Process Evaluation: Did the activities occur as planned (e.g., numbers, type, attendance)?
 - ii. Outcome Evaluation: Did the activity increase awareness or change behavior? (Useful tools for outcome evaluation include pre- and post-tests or follow-up.)

Exhibit A
Scope of Work

- d. Examples of activities include:
 - i. Each year of the contract, the CLPPP will raise awareness or alter opinions and attitudes by providing the following:
 - a.) media campaigns
 - b.) health fairs
 - c.) neighborhood campaigns
 - d.) presentations to childcare givers, parents, families and schools
 - e.) other activities specified by the CLPPP (and approved by the CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction).*
 - e. All Local Health Jurisdictions must indicate at least two activities they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract.
 - f. Local Health Jurisdictions are encouraged to collaborate with other health programs and with environmental or housing programs, to maximize resources and populations reached.

- 2. **Tier 2-** The Local Health Jurisdiction is to add one or more additional activities to support the objective, as resources allow. These additional activities require prior approval from CLPPB. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.

Objective 2-II.

Inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead poisoning and of available case management services.

- A. Timeline – ongoing
- B. Major activities

- 1. **All CLPPPs-** Provide outreach and education to health care providers. *(Details are to be specified by the Local Health Jurisdiction; examples given in a., below.) Objectives must be clear and measurable and include process and/or outcome evaluations.*
 - a. Examples of activities:
 - i. Grand Rounds presentations to health care providers
 - ii. Brown-bag presentations
 - iii. Nursing or medical school lectures
 - iv. Mailing or distributing newsletters, brochures, or informational program materials
 - v. Outreach to clinics

Exhibit A
Scope of Work

- vi. Outreach to centers and staff of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Child Health and Disability Prevention Program (CHDP)
 - vii. Other activities specified by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
 - b. Evaluation
 - i. Process evaluation: Did the activity occur as planned (e.g., numbers, type, attendance)?
 - ii. Outcome Evaluation: Did the activity increase awareness or change behavior? (Useful tools for outcome evaluation include pre-and post-tests or follow-up.)
 - c. All programs must indicate at least two activities they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract.
 - d. Programs are encouraged to collaborate with other health programs to maximize resources and health care providers reached.
- 2. Tier 2-** The Local Health Jurisdiction is to add one or more additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected be proportional to the funding and resources provided in the contract.

Objective 2-III.

Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children.

A. Timeline - ongoing

B. Major activities

- 1. All CLPPPs-** Maintain collaborative working relationships with local enforcement agencies and businesses. This should be achieved by collaborative activities that reach these groups.
 - a. Examples of types of activities include:
 - i. Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code, Sections 17961, and 105251 to 105256; State Housing Law, Section 1720.10; Civil Code, Section 1941.1., and California Code of Regulations, Sections 35001 to 36100.
 - ii. Promote displays and educational activities concerning lead hazard awareness at meetings that are concerned with potential lead hazard related activities, such as local code enforcement groups or environmental groups.

Exhibit A
Scope of Work

- iii. Promote displays and educational activities concerning lead hazard awareness in businesses that are concerned with potential lead hazard related activities, such as hardware and home improvement stores.
 - iv. Other activities specified by the CLPPP to achieve this objective.
 - b. All programs must indicate at least two activities that they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract. *(Details are to be specified by the Local Health Jurisdiction.)*
 - c. Programs are encouraged to collaborate with other local governmental or business programs, to maximize resources and groups reached.
- 2. Tier 2-** The Local Health Jurisdiction is to add one or more additional activities or other types of activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract.

C. Additional Deliverables

- 1. The CLPPP is encouraged to develop evaluation strategies, as resources allow. *(Details are to be provided by the Local Health Jurisdiction.)*

Objective 2-IV.

Inform CLPPB of any newly suspected sources of childhood lead exposure, such as specific home remedies and brands of imported foods, etc., so that CLPPB can follow up with State and federal agencies. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the CLPPPs and provide information to help address the problem locally, as appropriate. CLPPB will also work with State and federal authorities to eliminate the source.)

A. Timeline – ongoing/episodic

B. Major activities

- 1. **All CLPPPs-** The CLPPP shall be alert to potential new sources of childhood lead exposure and report any such sources to the CLPPB as soon as possible.
- 2. **Tier 2-** The CLPPP is encouraged to consider approaches to identification of other sources of lead exposure and add further activities (approved by CLPPB) to support the objective, as resources allow. *(Details are to be provided by the Local Health Jurisdiction.)*

Exhibit A
Scope of Work

Objective 2-V.

Identify and maintain contact with liaisons in other health programs in the CLPPP's jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, Child Health and Disability Prevention (CHDP), Maternal and Child Health (MCH), Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Medi-Cal, Head Start, and appropriate managed care plans serving low-income children, including those in Healthy Families and Medi-Cal Managed Care.

- A. Timeline** – If the CLPPP has not already established such relationships, they shall be established within the first-half of fiscal year 2008-09.
- B. Major activities**
 - 1. All CLPPPs-** Develop and maintain contact file, including the names of liaisons, for all government-assisted health programs in the CLPPP jurisdiction, to include CHDP, MCH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans). For example, if the county provides Medi-Cal through a Managed Care organization, identify the Plan's liaison for lead.
 - a. Collaborate with the liaisons in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.
 - b. Examples of types of activities with these health programs include:
 - i. CLPPP will offer to participate in other government-assisted health care program meetings on development of their program's forms and/or tools to ensure inclusion of required lead poisoning anticipatory guidance and screening.
 - ii. CLPPP will inform other programs about services provided, such as compiling a brief annual summary of the care management and outreach activities provided to plan members for the local Medi-Cal Managed Care Plan.
 - iii. CLPPP may suggest other activities to achieve this objective (approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
 - c. All programs must indicate at least one activity which will be accomplished. Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II.

Exhibit A
Scope of Work

2. **Tier 2-** The CLPPP is to add one or more activity of the type indicated above, or in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given in a., below:
 - a. Conduct liaison activities with additional groups such as Early Start, Black Infant Health, Office of Bi-National Border Health, and other groups in the jurisdiction that conduct health-related outreach and education and/ or improve access to health care.
Activities are to be approved by CLPPB. *(Details of the activities are to be specified by the Local Health Jurisdiction).*

Goal 3: Improve the detection of lead-exposed children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

Objective 3-I.

Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using as a baseline 2006 data on the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

A. Timeline – ongoing

B. Major activities

1. All CLPPBs- Activities include:

- a. Provide outreach and education to families of high-risk children and to child caregivers for such families, regarding screening for lead poisoning. (For guidance, you may refer to the CLPPB's *A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure.*) As a group, children eligible for or enrolled in government-assisted health care programs are known to be at high risk of lead exposure and poisoning. These children are more likely to live or spend time in older housing with deteriorating, lead-based paint or lead-contaminated dust and soil. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated. *(Details are to be specified by the Local Health Jurisdiction.)*
- b. Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services. *(Details are to be specified by the Local Health Jurisdiction.)*

Exhibit A
Scope of Work

- c. All programs must indicate at least two activities they will perform. Outreach activities conducted to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. The breadth and extent of activities are expected to be proportional to the funding and resources provided in the contract.
 - d. In the event that the CLPPP receives a referral from CLPPB regarding a family at risk from take-home exposure, the Local Health Jurisdiction will contact the family to advise of the need for screening.
- 2. Tier 2-** The CLPPP is encouraged to add other, additional activities to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Examples are given in a., b., and c., below. Activities are to be approved by CLPPB. *(Details are to be specified by the Local Health Jurisdiction.)*
- a. Improve access and remove barriers to screening by building finger stick testing capacity, setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites, etc.
 - b. Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities or providers.
 - c. Identify high-risk communities or neighborhoods in which to focus the strategies.

Goal 4: Management of lead-exposed children shall meet standards of care.

Objective 4-I.

Assure timely and appropriate management of lead-exposed children in accordance with CLPPB standards.

A. Timeline – ongoing

B. Major activities

1. All CLPPPs-

- a. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead level meets “case” definition, the Public Health Nurse (PHN) shall coordinate care in compliance with:

Exhibit A
Scope of Work

- i. California Health and Safety Code, Section 105275 *et seq.* (appropriate case management);
 - ii. Title 17, Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification and Work Practice Standards);
 - iii. The CLPPB Binder of Program Letters.
- b. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead levels meet "case" definition, all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation and provision of education and informational materials, are conducted in accordance with:
 - i. The CLPPB *Public Health Nursing Manual (PHN Manual)*, September 2002, and updates;
 - ii. Title 17 Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification, and Work Practices Standards)
 - iii. Childhood Lead Poisoning Prevention Branch, *Guidance Manual for Environmental Professionals*, December 2005, and updates;
 - iv. Lead Poisoning Follow-Up Form;
 - v. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff); and
 - vi. The CLPPB *Surveillance and Data Management Manual*.
- c. Assure that, when notified of a lead-exposed child whose blood lead levels meet "case" definition, or of a child with an elevated blood lead level requiring follow-up to confirm the child's "case" status, the primary care provider following the child is contacted about the lead level, knows of the services being provided by the CLPPP, is informed of resources for medical follow-up and treatment as indicated, and recommends an environmental investigation, as appropriate.
- d. Assure that the CLPPB is notified, if a child is found to have been designated as a "case" in error or on follow-up, does not achieve "case" status.
- e. Assure that if the child receives services through a government-assisted health care program (Medi-Cal, CHDP, Healthy Families or local plan), that program is notified of the elevated blood lead level as soon as possible on a case-by-case basis.
- f. Assure that if the child is eligible for, but does not receive services through, a government-assisted health care or nutrition program (Medi-Cal, CHDP, Healthy Families or local plan, and WIC) the family is advised of the availability of such services.
- g. Assure that a lead-poisoning case is referred to California Children's Services for determination of eligibility and medical case management, as appropriate.

Exhibit A
Scope of Work

- h. Assure that, if take-home lead exposure is suspected as the source of the child's elevated blood lead level, the PHN will contact the California Occupational Lead Poisoning Prevention Program, as per the *PHN Manual*.
 - i. Submit Follow-up Forms to CLPPB in a timely fashion, as specified in the *PHN Manual* and the CLPPB Binder of Program Letters.
 - j. Submit a semi-annual list of open and closed lead poisoning cases for state and county comparison and tracking, if requested by the state.
 - k. Assure that, when a lead-poisoned child moves out of the jurisdiction, case management is coordinated with other CLPPPs as described in the *PHN Manual*.
 - l. If the applicant is or applies to be a participant in the X-Ray Florescent (XRF) Instrument Loan Program, the applicant shall participate fully in that program, as specified in the CLPPB Binder of Program Letters.
 - m. The Local Health Jurisdiction is encouraged to add additional activities to support this objective for other lead-exposed children, as resources allow.
 - n. CLPPPs are encouraged to partner with non-governmental organizations (such as community groups) to enhance education on lead and prevent further lead exposure, particularly in children whose blood lead levels do not reach case definition.
- 2. Tier 2-** The Local Health Jurisdiction is encouraged to add additional activities to support the objective, as resources allow. The number and extent of activities are expected to be proportional to the funding and resources provided under the contract. An example of such an activity is given below.
- a. When notified about a child with an elevated blood lead level that does not meet state blood lead criteria for required public health nursing and environmental services as described above, services may be provided as resources allow, to assure appropriate follow-up and prevent further rise in blood lead levels. These measures might include outreach and education materials sent to the family or health care provider, or public health and/or environmental interventions, or other activities.

Goal 5: Lead hazards that are identified shall be eliminated.

Objective 5-l.

Use progressive notification and action to achieve elimination of lead hazards that are identified during environmental investigations.

A. Timeline – ongoing

Exhibit A
Scope of Work

B. Major activities

1. All CLPPPs-

- a. When lead hazards are identified during an environmental investigation for a lead-exposed child whose blood lead level meets "case" definition, the EP shall use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are as described in:
 - i. The CLPPB *Public Health Nursing Manual (PHN Manual)*, September 2002, and updates;
 - ii. Title 17, Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards);
 - iii. Childhood Lead Poisoning Prevention Branch, *Guidance Manual for Environmental Professionals*, December 2005, and updates.
- b. Submit a semi-annual list of environmental investigations completed and clearances achieved, with the semi-annual CLPPP progress report.
- c. When a property owner fails to comply with lead hazard reduction or elimination, the EP will contact local enforcement agencies and take other steps to secure enforcement.
- d. The Local Health Jurisdiction is encouraged to add further activities to support this objective, and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. Examples of such activities are given under Tier 2, below.

2. Tier 2- The Local Health Jurisdiction is to add one or more activities to support this objective and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow.

- a. *Examples of the types of activities include:*
 - i. Elimination of lead hazards identified for other lead-exposed children with elevated blood lead levels, whose blood lead levels do not meet CLPPB "case" definition.
 - ii. Education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children with elevated blood lead levels, or children at risk for lead exposure, by providing training programs in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment.
 - iii. Other activities suggested by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*

Exhibit A
Scope of Work

- b. Outreach and education activities carried out in support of this objective may coincide with Tier 2 activities specified in Objective 2-III.
- c. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract.

SUPPLEMENTAL FUNDING

Local Jurisdictions wishing to apply for supplemental funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the scope of work listed under Objectives 5-II and 5-III.

Note: The supplemental funds provided for Objectives 5-II and 5-III are to be allocated into the Primary contract portion of the CLPPB budget or expended as a subcontracts or contracts.

Those not wishing to apply for this funding should proceed to Goal 6.

Objective 5-II.

Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

A. Timeline – ongoing

B. Major Activities

1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out environmental investigations; and ensuring abatement and clearance of identified lead hazards, and that activities are conducted as required by California Code of Regulations, Title 17, Section 35001 et.seq.
 - a. Efforts may focus on specific high-risk population groups and/or geographic areas.
 - b. If not already identified in the contract work plan, by six months of the start of the contract, submit a plan to CLPPB as to which children will be addressed, identifying:
 - iii. range of blood lead levels;
 - iv. population group(s) and/or geographic area(s).
2. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children have been exposed in the past, and responding as necessary with appropriate enforcement actions.
 - a. Efforts may focus on a specific high-risk geographic area or areas.
 - b. If not already identified in the contract work plan, by six months of the start of the contract, submit a plan to the CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.

Exhibit A
Scope of Work

3. Implement a program to reduce the opportunity for children being further exposed or at risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings, responding to each as necessary with appropriate enforcement actions.
 - a. Efforts may focus on a specific high-risk geographic area or areas.
 - b. If not already identified in the contract work plan, by six months from the start of the contract, submit a plan to the CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.
4. Develop a written progressive enforcement procedure and submit to CLPPB with the first CLPPP progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, then an administrative hearing, and an order to abate.
 - a. In the absence of clearance of hazards using the above remedies, a system will be required to be in place to resolve the lead hazards, using the provisions of the State Housing Law, or local ordinances.
 - b. The CLPPP is required to develop criteria for a property follow-up schedule, with a time line for referral to the County District Attorney for properties found to be non compliant with the above-described enforcement actions.
 - c. In counties where a large number of cases occur in a specific jurisdiction (high-risk area), in which the county plans to focus efforts, but where the county lacks authority for legal resolution of State Housing Law cases, the county should enter into an agreement with that jurisdiction to allow for abatement and enforcement of lead hazards.
5. As resources allow, assure that interventions (including lead abatement activities) carried out to prevent lead hazards from developing in the future, and exposing at risk children to lead are conducted as required by Title 17, California Code of Regulations, Section 35001 et seq.
6. The breadth and extent of activities planned and carried out for items 1, 2, 3, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.
7. Information on: activities carried out under this objective; specific populations, areas and properties targeted; and hazards eliminated, is to be submitted with each semi-annual CLPPP progress report.
8. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.

Exhibit A
Scope of Work

Objective 5-III.

Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups, to see that lead hazards are properly identified and eliminated.

A. Timeline – ongoing

B. Major Activities

1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, and code enforcement agencies), particularly those in specific jurisdictions which are identified as high risk for lead hazards. These would include:
 - a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and correcting lead hazards, as indicated for your jurisdiction.
 - b. Fiscal support for training, if needed, and as resources allow.
 - c. Development and implementation of other activities specified by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.
 - a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.
 - b. Delineate roles and responsibilities.
3. Develop an enforcement response policy, including the roles and responsibilities of partnering enforcement agencies.
 - a. Submit this policy to CLPPB, by the end of the first year of this contract.
4. As resource allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.
5. As resources allow, carry out other outreach and education activities with enforcement partners. Examples of such activities are:
 - a. Providing program materials on lead hazards to housing and building departments, for public distribution.
 - b. Encouraging building department to incorporate informing about safe work practices into their building permit process (such as attaching pamphlets that educate about lead hazards to building permits) for housing built before 1978.

Exhibit A
Scope of Work

6. Collaboration and partnering with community-based organizations (CBOs) involved in housing activities is strongly encouraged, as resources allow. Examples of activities are:
 - a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities.
 - b. Helping CBOs identify high-risk areas.
 - c. Other activities specified by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.
8. Information on activities carried out under this objective is to be submitted with each semi-annual CLPPP progress report.
9. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.

Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning.

Objective 6-I.

Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

A. Timeline - ongoing

B. Major activities

1. **All CLPPPs-** The new CLPPB web-based data system, RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), stores extensive statewide blood lead level and case management follow-up data. When feasible, and per the CLPPB roll-out schedule to Local Health Jurisdictions, Local Health Jurisdictions should utilize RASSCLE II. Jurisdictions using RASSCLE II shall:
 - a. Enter into the new web-based RASSCLE II system, if data is not already in the system, and manage all data regarding lead poisoning cases and screening tests.
 - b. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists.
 - c. Coordinate with the CLPPP's Information Technology department or the local department that supports CLPPP data functions, to ensure the department's maintenance of Branch technical infrastructure recommendations, as specified in the CLPPB *Surveillance and Data Management Manual*.

Exhibit A
Scope of Work

CLPPPs converting to using the web-based RASSCLE II system may be asked by CLPPB during the contract period to support Objective 6-I through additional activities, as resources allow. Examples of such requests are in d. and e., below.

- d. Prior to conversion to the new web-based RASSCLE II system, participate in training on the new system and validation of data migration from the prior system to the new system.
 - e. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations as specified in the *Surveillance and Data Management Manual*.
2. If the Local Health Jurisdiction has not yet been transitioned over to the new web-based RASSCLE II system, it is recommended that the Local Health Jurisdiction utilize the legacy data system, RASSCLE. Jurisdictions using RASSCLE shall maintain it as follows:
- a. Electronically store and manage all data regarding lead poisoning cases and screening tests.
 - b. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data **from** the CLPPB.
 - c. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data **to** the CLPPB.
 - d. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists.
 - e. Coordinate with the CLPPP's Information Technology Department or the local department that supports CLPPP data functions, to ensure the department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in the *CLPPB Surveillance and Data Management Manual*.

CLPPPs using RASSCLE may be asked by CLPPB during the contract period to support Objective 6-I through additional activities, as resources allow. Examples of such requests are in f. and g., below. If interested in these activities, the CLPPP should so indicate in this Work Plan and the budget, in consultation with CLPPB.

- f. Prior to the implementation or substantial upgrade of electronic surveillance, case, and environmental management systems, participate in the testing of such systems. *Testing may involve participating in new, CLPPB -supported technical applications and providing feedback on such applications.*
- g. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations as specified in the *Surveillance and Data Management Manual*.

Exhibit A
Scope of Work

3. Jurisdictions are strongly encouraged to use RASSCLE II or RASSCLE, but jurisdictions not yet using RASSCLE II or RASSCLE shall maintain data as follows:
 - a. Store data using Minimum Data Fields referenced in the CLPPB *Surveillance and Data Management Manual*.
 - b. If additional data elements contained on the Lead Poisoning Follow-up Form are stored electronically, they must be stored or readily exportable in a format compatible with RASSCLE.
 - c. Coordinate with the CLPPP's Information Technology Department, or the local department that supports CLPPP data functions, to ensure that department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in the *Surveillance and Data Management Manual*.
 - d. Consult with CLPPB for approval in the design of this local data storage system.
CLPPPs not using RASSCLE-II or RASSCLE may be asked by CLPPB during the contract period to support Objective 6-I through additional activities, as resources allow. An example of such a request is in e., below. If interested in this activity, the CLPPP should so indicate in this Work Plan and the budget, in consultation with CLPPB.
 - e. As necessary to meet Objective 6-I, make modifications to existing electronic local data storage systems. (For example, modifications to data elements to standardize existing storage systems to conform with RASSCLE.)

Objective 6-II.

Adhere to requirements for data security and confidentiality.

A. Timeline - ongoing

B. Major Activities

1. **All CLPPPs-** Adhere to data security and program confidentiality requirements as delineated in:
 - a. Health and Safety Code, Sections 124130 and 100330
 - b. Contract attachments
 - c. The CLPPB Binder of Program letters
 - d. Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA).

Exhibit A, Attachment I
Work Plan

Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department throughout California.

Objective 1-1: Maintain (or establish) and successfully administer a local CLPPP.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Designate a CLPPP Coordinator responsible for conducting or overseeing the activities below:	Within 30 days of start date	Sr. SA	1. Completed CLPPP Personnel justification form to be completed with initial contract and within 30 day after any changes occur.
a. Prepare and implement a CLPPP Work Plan that identifies appropriate activities and staff for the needs of the local health jurisdiction.	Ongoing	Sr.SA Sec III AAIII ISA II STC Acct II EHS Mgr Sec II	2. Completed CLPPP Contact List with CLPPP staff contact information to be submitted to the CLPPB with initial contract and within 30 days after any changes occur.
b. Coordinate all CLPPP services and activities within the local health jurisdiction.	Ongoing		3. CLPPP Coordinator serves as primary contact with the CLPPB.
c. Act as primary program contact with the CLPPB.	Ongoing		4. CLPPP Coordinator participates in the development of the Work Plan, notifies the CLPPB of any needed changes, and monitors compliance of SOW and contract.
d. Ensure adherence with and implementation of all CLPPB contract requirements, including the CLPPP work plan, and with CLPPB policies and procedures.	Ongoing		5. Meeting minutes, agenda, and sign-in sheets documenting CLPPP Team quarterly meetings with participation by all CLPPP team members (Health Educators, Public Health Nurses, Environmental Professionals, and others), Key Staff Meetings; Regional Meetings; State Sponsored Meetings; and meeting notes for MCAH Management Team; Environmental Health and Fiscal Grant meetings.
e. Ensure CLPPP representation at CLPPB-sponsored meetings and trainings, and CLPPB working groups as requested, including but not limited to, regional and statewide program meetings, trainings for new CLPPP coordinators, time study documentation and use of the CLPPB data system, etc.	Ongoing		6. CLPPP Coordinator submits or has available for CLPPB review evidence of CLPPP contract performance, including but not limited to Progress Reports, meeting minutes, duty statements,
f. Ensure that all staff providing services to children under this contract have and maintain the qualifications and criteria required by the CLPPB.	Ongoing		
g. Convene and conduct CLPPP Team quarterly meetings with participation by all CLPPP team members (Health Educators, Public Health Nurses, Environmental Professionals, and others).	Ongoing		

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
h. Submit semi-annual CLPPP progress reports according to CLPPB requirements.	Ongoing		evidence of staff qualifications (licenses, certifications, educational courses).
i. Host or facilitate 1-2 Regional Meetings or CLPPB Sponsored meetings as requested by the CLPPB	Ongoing		7. Public Health Commission, Public Health Director, and Board report documents on file.
j. Convene and conduct CLPPP Key Staff monthly meetings to discuss issues related to the management of the program and related services.	Ongoing		
k. Participate in Maternal, Child and Adolescent Health Management Team Meetings, Environmental Health Meetings, and Department of Public Health Program Directors' Meetings for intra-collaboration and to ensure that issues related to childhood lead poisoning are addressed.	Ongoing		
l. Convene and conduct Fiscal Grant meetings, as needed, to discuss budget and invoice issues.	Ongoing		
m. Develop and implement policies and procedures to accomplish CLPPP goals.	Ongoing		
n. Evaluate surveillance and caseload data to direct program activities.	Ongoing		
o. Ensure that each staff completes quarterly time studies in accordance with CLPPB guidelines.	Ongoing		
p. Upon request, report to the Public Health Commission, Board of Supervisors, and the Public Health Director, childhood lead poisoning prevention program activities.	Upon request		

Exhibit A, Attachment I
Work Plan

Goal 2. Decrease the exposure of children to lead and the incidence of increased childhood blood lead levels.

Objective 2-I: Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
Develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the <i>Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure</i> .	Ongoing	SHE HE HEA1 HEA2 STC SPW CHW1 CHW2	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Description of the media campaign. 3. Copies of media release to be kept on file. 4. Number of media releases printed or distributed. 5. Number of phone calls received on the 1-800 line because of the media campaign during the two-month period following the media release.
Each year of the contract, the CLPPP will raise awareness or alter opinions/attitudes by providing the following: 1. Each contract year, a minimum of one (1) major media campaign emphasizing the importance of testing children for lead, lead sources, and prevention strategies. a. Develop a media campaign for print, radio, and/or television, which is approved by Public Health Communications. b. Provide interviews and further information to media as requested.	Ongoing	SHE HE STC	1. Keep a copy of the News Release and agency information or a copy of the actual newsletter on file. 2. Number of news releases or newsletters printed or distributed.
2. Each contract year, a minimum of two (2) newspaper or newsletter articles will be developed and submitted to local papers/programs serving families with young children at risk. a. Identify local agencies with newsletters. b. Get information on news release criteria. c. If appropriate, receive approval from DPH Communications office. d. Send the finalized release and obtain copy of actual newsletter article.	Ongoing	HE HEA1 HEA2 CW1 CW2	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Attendance information will be kept on file including sign-in sheets and outreach activity
3. Each contract year, outreach to a minimum of one thousand (1000) participants through a minimum of fifteen (15) health fairs/community events that target high-risk populations in Los Angeles County.	Ongoing		

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ol style="list-style-type: none"> Modify Outreach Activity Report to better track the number of materials distributed at each event. Make changes to the tracking database according to modifications made on the Outreach Activity Report. 		STC SPW	<ol style="list-style-type: none"> report if appropriate. List of Scheduled Outreach Events on file. Estimated number of materials distributed.
<ol style="list-style-type: none"> Each contract year, a minimum of thirty (30) general education programs targeting parents in high-risk areas. <ol style="list-style-type: none"> Twenty Percent (20%) of participants attending classes on childhood lead poisoning prevention will receive a follow-up phone survey to query what new behaviors have been initiated because of the education program with CLPPP staff. At least Seventy Percent (70%) of the participants responding will report changes in their behaviors. The presentations will increase knowledge by a minimum of 10% as evidenced by pre-post surveys. 	Ongoing	SHE HE HEA1 HEA2 CW1 CW2 STC SPW	<ol style="list-style-type: none"> Biannual Progress Reports using the CLPPB Progress Report Format. Attendance records. Class Outlines. A list of class locations will be kept on file. Pre-post tests will be collected for 20 classes and change in knowledge will be documented. Track of the number of participants called. Participant responses recorded on the follow-up survey will be on file and an analysis will be completed.
<ol style="list-style-type: none"> Each contract year, engage three new or renewed local community-based and ethnic organizations to assist in outreach to providers and at-risk communities or providers. <ol style="list-style-type: none"> Schedule, conduct, and participate in outreach activities in designated high-risk areas. Provide community-based and ethnic organizations with outreach material upon request and widely distribute the 1-800-LA-4-LEAD telephone number. Invite appropriate organizations to join the Southern California Health and Housing Council. 	Ongoing	SHE HE HEA1 HEA2 CW1 CW2 SPW	<ol style="list-style-type: none"> Biannual Progress Reports using the CLPPB Progress Report Format. Schedule and list of activities will be maintained on file. Outreach Activity Report and Outreach sign-in sheets will be kept on file. Order forms requesting materials from Community-Based Organizations will be kept on file.
<ol style="list-style-type: none"> Each contract year, increase awareness of the hazards of lead poisoning through an extensive school outreach program that will be conducted at schools in high-risk cities in Los Angeles County. <ol style="list-style-type: none"> Letter of Endorsement from the superintendent's office for LAUSD, LA County Board of Education, and the Los Angeles Archdioceses for Catholic Schools will be received, copied and distributed to all high risk public and private elementary schools and schools with pregnant teen programs 	<p>August - June of each FY</p> <p>August / September of each FY</p>	SHE HE HEA1 HEA2 CW1 CW2 STC SPW	<ol style="list-style-type: none"> Biannual Progress Report using the CLPPB Progress Report format. Documentation of the following on file: <ol style="list-style-type: none"> Completed letters mailed to all schools. Documentation of response from

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>in LA County along with information on curriculum materials, order forms and entry forms for the annual Lead Poisoning Prevention Awareness Art Contest.</p> <p>b. At least 50 schools will request curriculum/educational materials for use in the classroom and/or to send home to parents. Distribution of requested materials will be completed within 3 weeks of receipt of order.</p> <p>c. For those schools not responding to the initial mailing, send out follow-up letter to schools with sample calendar.</p> <p>d. Follow-up calls and/or a mailing will be made to schools whose entries have not been submitted one month before the due date.</p> <p>e. Students in Kindergarten through 6th grade and targeted pregnant teen programs will submit at least 200 entries to the Annual Childhood Lead Poisoning Prevention Awareness art contest</p> <p>f. Recruit Judging panel including MCAH staff, CLPPP staff, and CBO members to judge the art contest entries. An effort will be made to invite representatives from the Board of Supervisors to participate in judging.</p> <p>g. A winning student, from each grade, will receive recognition during a school event, and effort will be made to invite the Board of supervisors of LA County in recognizing the students and their artwork during a Board Meeting or at school event.</p>	<p>Oct - April of each FY</p> <p>January or each FY</p> <p>March of each FY</p> <p>November – April of each FY</p> <p>April – May of each FY</p> <p>May/June of each FY</p>		<p>schools.</p> <p>c. Documentation of winning entries on file</p> <p>d. Record of the date of the following:</p> <ul style="list-style-type: none"> Follow-up calls. Letter Mailed. Entries Received.
<p>7. Each year of the contract, CLPPP will conduct a minimum of ten (10) presentations to government assisted childcare givers. The objective of the presentations will be to increase awareness of how to prevent lead poisoning.</p> <p>a. Finalize childcare provider training in English and Spanish.</p> <p>b. The presentations will increase knowledge by a minimum of 10% as evidenced by pre-post surveys.</p>	<p>Ongoing</p> <p>January 2009</p>	<p>SHE HE HEA1 CW1 CW2 STC SPW</p>	<p>1. Biannual Progress Report using the CLPPB Progress Report Format.</p> <p>2. Copies of materials for each activity, including but not limited to:</p> <ul style="list-style-type: none"> Attendance records Sign-in Sheets Class outline

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
c. Develop and maintain a working relationship with First 5 LA, Head Start, and the Los Angeles Universal Preschool Program (LAUP) to develop outreach, and educational activities to promote lead safety at childcare facilities.			d. Copy of pre and post tests e. Analysis of pre and post tests
8. Collect information through focus testing on revisions needed for English and Spanish "House" brochure. Make revisions as appropriate and reprint brochure. a. English brochure b. Spanish brochure	June 2009 June 2010	SHE HE STC	1. Summary of recommendations from English and Spanish focus testing. 2. Copy of revised "House" brochure in English and Spanish.
9. Each year, beginning planning targeted outreach activities to promote CLPPP week/month. Involve all units in CLPPP and work in consultation with state. Implement activities in October of each year. Evaluate activities each year.	March- December each year.	SHE HE 2-HEA 2-CHW STC	1. Maintain copies of agenda and minutes for planning meeting. 2. Bi-annual report 3. Summary of evaluation on file.
10. Inservice health education staff (and other CLPPP staff as appropriate) on "Telephone Protocols" for responding to parent, professional, medical, and agency lead questions. a. Revise manual based on staff input b. Share manual with state and at regional CLPPP meeting	2008/2009 2009/2010	SHE HE	1. Copy of telephone manual 2. Biannual report
11. Each year of the contract: a. Assure that, during the initial PHN home visit, 100% of families with a child who meet "case" definition are informed of how to use the wet mop technique (Bucket Program) as a way to minimize lead exposure in the home. b. Review and revised the "Parent Education Note" [checklist teaching tool] to assure that, essential information relate to risk of lead exposure and how to prevent lead exposure is included in the discussion with the family during the initial PHN home visit.	Ongoing	NM 2-APS 6-PHN HEA NM 2-APS HEA 6-PHN	1. Biannual Report using the CLPPP Progress Report format.
12. As resources allow, participate annually in the Los Angeles County Fair, an 18-day event that is visited by over 1 million people, to provide outreach and education to families.	Aug/Sept	EHS Manager Chief EHS EHS IV	1. Biannual Progress Report using the CLPPP Progress Report format. 2. Estimated number of material distributed.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
13. Each contract year, participate in at least two of the "Annual Home Remodeling & Decorating Shows" held in the Los Angeles area to provide outreach and education to families.	Ongoing	Chief EHS EHS IV EHS III	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Estimated number of material distributed.
14. Each year of the contract, assure that during the initial EI home visits where environmental lead hazards are found, inform and educate 100% of families so that they are able to a. Minimize or avoid exposure to the environmental lead hazards found until they are abated b. Report unsafe work practices generated by owners trying to abate the hazards	Ongoing	2- EHS IV 6 -EHS III	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Number of unsafe-work practice complaints.
15. Collaborate with Los Angeles County Environmental Health to update their candy warning poster and flyer.	Ongoing	EHSS EHS III SHE	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Estimated number of material distributed. 3. Updated poster and flyer
16. Routinely update the CLPPP website to provide the most current lead safety information for families.	Ongoing	EPI Chief EHS NM SHE	1. Biannual Progress Report using the CLPPB Progress Report format. 2. Updated website.

Objective 2-II: Inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead poisoning and of available case management services.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Provide outreach and education to health care providers. Inform health care providers of their legal responsibilities with respect to counseling (anticipatory guidance) on how to avoid lead poisoning (for children 6-72 months of age) and of the available case management services. a. Each year of the contract, conduct a one-hour lead update presentation to health care providers at five (5) Los Angeles County Department of Health Services, Comprehensive Health Centers to at least a total of 100 participants. ▪ Develop and/or update PowerPoint presentation and educational material packets for participants.	Ongoing	APS In-Kind Sec III STC	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Maintain a file with all activity documents including attendance log, completed evaluations, post-test, presentation folder, and CME/CE documents. 3. Maintain an attendance log of all attendees in a database.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> ▪ Coordinate date and time for each session. ▪ Prepare evaluation summary report. <p>b. Each year of the contract, coordinate one-hour Medical Grand Rounds at two (2) local community hospitals for at least 100 participants at each session.</p> <ul style="list-style-type: none"> ▪ Coordinate between the CLPPB staff and hospital staff the date, time and location of each session. ▪ Apply for California Medical Education Credits (CME) for physicians through the County of Los Angeles – Department of Public Health (LAC-DPH) CME Committee and/or credited co-sponsored hospitals. ▪ Develop and/or update presentation packets for participants. ▪ Prepare evaluation summary report. ▪ Completed all CME and CE documents required, issue participant certificates. 	Ongoing	APS In-Kind Sec III STC 6-PHN	
<p>c. Each year of the contract, coordinate Medical Grand Rounds sessions at two (2) Los Angeles County hospitals for at least 100 participants at each session.</p> <ul style="list-style-type: none"> ▪ Coordinate between the CLPPB staff and hospital staff the date, time and location of each session. ▪ Apply for (CME) credit through the LAC– DPH CME Committee and/or credited co-sponsored hospitals. ▪ Develop and/or update presentation packets for participants. ▪ Prepare evaluation summary report. ▪ Completed all CME and CE documents required, issue participant certificates. 	Ongoing	APS In-Kind Sec III STC 6-PHN	1. As above.
<p>d. Each year of the contract, coordinate and conduct three (3) Nursing Grand Rounds for at least 100 public health, district school, head start, clinic and advanced practice nurses at each session.</p> <ul style="list-style-type: none"> ▪ Develop and/or update PowerPoint presentation and educational material packets for participants. ▪ Coordinate location and facility contracts, dates, and times of each session. ▪ Apply for (CE) credit through the LAC-DPH Nursing Administration. 	Ongoing	APS In-Kind Sec III STC	1. As above.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> Prepare evaluation summary report. Completed all CE documents required, issue participant certificates. 			
<p>e. Each year of the contract, coordinate and conduct six (6) "Lead Awareness and Fingersick Training" to at least 12 participants at each session.</p> <ul style="list-style-type: none"> Coordinate location, dates, and times of each session. Develop and/or update PowerPoint presentation and educational material packets for participants. Apply for (CE) credit through the LAC- DPH Public Health Nursing Administration. Prepare evaluation summary report. Completed all CE documents required, issue participant certificates. 	Ongoing	APS In-kind Sec III STC 6-PHN Epi	<ol style="list-style-type: none"> As above Report on False positives is generated on monthly basis.
<p>f. Coordinate and conduct one-hour, not-for-credit "Lead In Brief" presentations for health care providers and their staff at their clinical site.</p> <ul style="list-style-type: none"> In the first year of the contract, revise the curriculum, and plan a training program. In the second year of the contract, implement the training program. 	Ongoing	APS In-Kind Sec III STC	<ol style="list-style-type: none"> As above
<p>2. Assure that, 100% of the health care providers whose client meets "case" definition of lead poisoning receive an office visit and Provider Manual from the PHN within 30 days of date defined.</p>	Ongoing	2-APS 6-PHN HEA STC ITC SPW	<ol style="list-style-type: none"> Biannual Report using the CLPPB Progress Report format.
<p>3. Review and revise as needed the Provider Manual distributed during the PHN office visit to include updated lead education materials, articles, news releases and recalls.</p>	Ongoing	Sr. SA NM HEA Secretary III	<ol style="list-style-type: none"> Copy of manual as requested by the CLPPB for program review

Exhibit A, Attachment I
Work Plan

Objective 2-III: Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Maintain collaborative working relationships with local enforcement agencies, businesses, and where applicable, the local Lead Hazard Reduction Compliance and Enforcement Program (LHRCEP). a. Attend inter-agency meetings. b. Develop policies and procedures to implement LHRCEP activities.	Ongoing	EHS Mgr Chief EHS 2 EHS IVs EHSS	For activities 1 and 2: 1. Biannual Progress Reports using the CLPPB Progress Report format. Be sure to maintain and report, for each six-month reporting period: a. Number of phone calls, referrals, and inter-agency conferences b. Number of collaborative actions 2. Status reports, case management information, and other contract-related information as requested by the CLPPB for program review (such as the list of local agencies and documentation of meetings with local agencies kept on file).
2. Participate in local LHRCEP (where applicable). [Refer to Objective 5-11, #1 and #5]			As above
3. Collaborate with local Healthy Homes planning committees, training partners, and pilot groups.	Ongoing	EHS Manager Chief EHS	1. Biannual Progress Reports using the CLPPB Progress Report format.
4. Promote displays and education concerning lead hazard awareness in hardware and home improvement stores. Contact 15-20 hardware stores each fiscal year and offer to provide staff with lead-safe work practices training. Provide displays/brochures for distribution to the public. Brochures will be stocked every quarter, as needed. Carry out in collaboration with local LHRCEP, where applicable.	Ongoing	Chief EHS EHS IV 3 EHS IIIs	1. As above and track: a. number of stores contacted b. number of employees trained c. estimated number of brochures distributed
5. Inform health care providers of LHRCEP and encourage them to inform their high-risk families about unsafe work practices. <ul style="list-style-type: none"> Supply health care providers with "Lead- 	Ongoing	APS In-Kind EHS Mgr	1. Biannual Progress Reports using the CLPPB Progress Report format 2. Track number of brochures distributed to HCP.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
Safe-Work Practices" brochures in available languages appropriate for providers to distribute to parents and guardians.			
6. Mail flyers to at least 30 local sandblasting companies encouraging and providing information about lead-safe work practices and training opportunities <ul style="list-style-type: none"> Evaluate responses for future training or outreach needs. 	January 2009	EHS IV EHS III Sec II	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Track number of mailers sent 3. Track number of phone calls received by LHRCEP in response to flyers. 4. Evaluate response to determine future needs
7. Provide 4-hour training orientation for newly hired Los Angeles County Environmental Health Specialists on lead hazards and lead-safe work requirements.	Ongoing	EHS IV EHSS	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Maintain training materials and sign-in sheets on file.
8. Provide education and outreach to property owners, businesses, and local government agencies attending the Los Angeles County Fair and Annual Home and Remodeling & Decorating Shows. [Refer to Objective 2-I]	As dates arise	Chief EHS EHS IV EHS III	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Track number of handouts distributed. 3. Track number of phone calls received by LHRCEP in response to outreach. 4. Maintain list of business or agencies networked with.
9. Provide education and outreach to property owners, businesses, and local government agencies attending the Apartment Owners Association show.	As dates arise	EHS IV EHS III	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Track number of handouts distributed. 3. Track number of phone calls received by LHRCEP in response to outreach. 4. Maintain list of business or agencies networked with.
10. Provide current lead safety information to Los Angeles County EH to include in their Newsletters and on their website.	Ongoing	Chief EHS EHSS EHS III	1. Copy of Newsletter(s) maintained on file. 2. Updated website.

Exhibit A, Attachment I
Work Plan

Objective 2-IV: Inform the CLPPB of any newly suspected sources of childhood lead exposure, such as specific home remedies and brands of imported foods, so that the CLPPB can follow up with State and federal agencies. (Once the CLPPB confirms that the source is lead-contaminated, the CLPPB will advise all the CLPPPs and provide information to help them address the problem locally, as appropriate. The CLPPB will also work with State and federal authorities to eliminate the source.)

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. The CLPPB shall be alert to potential new sources of childhood lead exposure and report any such sources to the CLPPB as soon as possible.</p> <p>a. Collect and analyze any new or suspicious products for lead contamination on initial inspection or follow-up.</p> <p>b. Maintain a database of all products and items tested and reported to the CLPPB.</p> <p>c. Case Management Unit will write a case summary when newly suspected sources of lead is associated with a child that meets "case" definition of lead poisoning and/or is being managed by a PHN</p>	Ongoing	<p>EHS Mgr Chief EHS EHS IVs EHS IIIs STC</p>	<p>1. Reports of sources by telephone, fax, mail, e-mail or in person to the CLPPB.</p> <p>2. The CLPPB is encouraged to develop evaluation strategies, as resources allow.</p> <p>3. Copy of case summary document stored in local CM shared drive.</p>
<p>2. Continue collaborating with the Los Angeles City Attorney's Office by performing quarterly surveys of local markets and purchasing sample candy and soda bottles for lead testing.</p>	Ongoing	<p>Sr. SA NM APS PHN STC</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report format.</p> <p>2. Sample test results on file.</p>

Exhibit A, Attachment I
Work Plan

Objective 2-V: Identify and maintain contact with liaisons in other health programs in the CLPPP's jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, Child Health and Disability Prevention (CHDP), Maternal and Child Health (MCH), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Medi-Cal, Head Start, and appropriate managed care plans serving low-income children, including those in Healthy Families and Medi-Cal Managed Care.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. Develop and maintain contact file, including the name of liaisons, for all government-assisted health programs in the CLPPP jurisdiction such as: CHDP, MCH, CPSP, WIC, Head Start, Immunization, Refugee Health Program, First 5, LA Best Babies Collaborative, Bi-National Border Health, and Medi-Cal (including Medi-Cal Managed Care Plans).</p> <p>a. Update contact file with 5 new or renewed government-assisted health programs in the CLPPP jurisdiction.</p> <p>b. Offer the new or renewed programs a professional presentation on lead, as well as the opportunity to order health education materials.</p>	Ongoing	<p>APS In-Kind Sec III SHE HE HEA1 HEA2 STC CHW1 CHW2 SPW</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report format.</p> <p>2. Maintain a database with contact liaison and providers information who participate in educational and training programs</p> <p>3. Contact file with name of liaisons for five new or renewed assisted health programs in the CLPPP jurisdiction.</p> <p>a. Compile information on presentation dates and attendance as available.</p>
<p>2. Collaborate with CBO liaisons and other ethnic and community organizations in developing strategies for and implementing the CLPPP outreach and education activities and in disseminating information on available government assisted health care programs.</p> <p>a. As appropriate, attend meetings held by the various groups to ensure that childhood lead poisoning prevention is addressed and information is shared.</p> <p>b. Incorporate lead awareness information with health education materials from other agencies, as appropriate</p> <p>c. Maintain on an ongoing basis a quarterly schedule of outreach and education activities in CLPPP. The outreach schedule will be available to community</p>	Ongoing	<p>SHE HE HEA1 HEA2 CHW1 STC CHW2 APS in-kind</p>	<p>1. As above</p> <p>2. Outreach schedule on file</p> <p>3. Meeting agenda, minutes/notes, and attendance logs kept on file.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
agencies upon request.			
3. Conduct Bi-Monthly Southern California Health and Housing Council meetings (SCHHC), which includes liaisons from other agencies, community groups, targeted agencies, and other stakeholders to provide input in CLPPP programs and to share up to date information and resources on Lead Poisoning Prevention.		SHE HE HEA1 HEA2 CHW1 STC CHW2	1. As above 2. Agenda, minutes, and attendance logs will be kept on file for all SCHHC meetings.
4. In collaboration with CHDP Program all newly activated CHDP Providers will receive informational visits and a provider packet from a PHN. The objective of the visit is to assure that each newly activated health care provider knows of the services being provided by the CLPPP, is informed of resources for medical follow-up and treatment as indicated.	Ongoing	NM 2-APSS 6-PHNs HEA ITC	1. Biannual Report using the CLPPB Progress Report format.
5. Each year of the contract, in collaboration with local PH-Nursing Administration Department, a. Prepare and present at least two (2)- ½ hour lead poisoning prevention modules and information packets to newly hired Public Health Nurses. b. Review, develop (1 st - & 2 nd year of contract) and revise (3 rd year of contract) the PH Nursing Practice Manual to include a Reference Guide [year 1] and Standards of Care [year 2 & 3] for the practice of lead poisoning case management within Angeles County. c. Plan, develop (1 st year), pilot (2 nd year) and fully implement (3 rd year) the PH Nursing Practice Management Data System which will enable CLPPP to evaluate, track and identify trends and high risk populations in relationship to Healthy People 2010 health indicators such as: lead poisoning, dental care, immunization, asthma, diabetes, family violence, access to primary care, safety and injury prevention. d. Write lead poisoning related articles for PH Nursing	Ongoing	NM 2-APSS HEA ITC SPW Sr.SA NM APS 2-PHNs Sr.SA NM Epi APS 6-PHNs HEA NM APS PHN	1. Biannual Report using the CLPPB Progress Report format.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>Rounds to facilitate information sharing (newsletter).</p> <p>e. Conduct 4 (four), ½ hour presentations and distribute information packets to at least nine (9) colleges/universities. The objective of this presentation is to inform nursing students of their responsibility as a PHN lead case manager, examples include: core lead case management interventions, lead screening and retesting requirements and available lead case management services.</p> <p>f. Provide at least twenty-four (24), 4-hour public health training sessions with college/university student, to improve the quality of health assessments, health education and clinical management that is provided by future public health professionals.</p>	Ongoing	<p>NM 2-APSs 6-PHNs HEA SPW TTC</p> <p>NM APS EHS IV APS in-kind Epi 6-PHNs HEA</p>	<p>1. Biannual Report using the CLPPB Progress Report format.</p>
<p>6. In collaboration with MCAH and the Asthma Coalition of Los Angeles, plan (1st year), develop (2nd year) and implement (3rd) a model and procedure for identifying, mitigating and tracking asthma triggers in the homes of children who meet “case definition”.</p>	Ongoing	<p>Sr.SA NM Chief EHS Epidemiologist APS 6-PHNs HEA SPW</p>	<p>1. Biannual Report using the CLPPB Progress Report format.</p> <p>2. Copies of meetings, minutes, drafted policies, procedures and tracking tools developed as requested by the CLPPB for program review</p>
<p>7. Each year of the contract, collaborate with the Public Health in Medicine Program to coordinate a field rotation within CLPPP for residents and fellows upon request. .</p>	Ongoing	<p>APS in-kind 6-PHNs Sec III STC</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report format.</p> <p>2. Written evaluations from residents/fellows on file.</p>
<p>8. Each year of the contract, collaborate with the Los Angeles County Comprehensive Perinatal Services Program (CPSP) to inform providers of CDC recommendations for identifying and screening pregnant women at high risk for lead exposure and poisoning.</p> <ul style="list-style-type: none"> ▪ Obtain CDC recommendations ▪ Distribute to CPSP providers ▪ Provide presentation(s) upon request. 	Ongoing	<p>APS in-kind 1-PHN Sec III STC</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report format.</p> <p>2. Maintain a file with all activity documents including attendance log, completed evaluations, post-test, presentation folder.</p> <p>3. Maintain an attendance log of all attendees in a database.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
9. Each year of the contract, coordinate and conduct a one-hour update presentation for LACOE Early and Head Start Health Care Coordinators and Registered Dietitians.	Ongoing	APS in-kind 1-PHN	1. As above.

Goal 3: Improve the detection of lead-exposed children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

Objective 3-1: Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using as a baseline 2006 data on the number of children tested in the jurisdiction as reported to the CLPPB, or other appropriate data source chosen in consultation with the CLPPB.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Provide outreach and education to families of high-risk children and to child caregivers for such families, regarding screening for lead poisoning. This section is satisfied with activities listed in Objective 2-1. Please refer to Objective 2-1.	On going	SHE HE HEA1 HEA2 CW1 CW2 STC SPW	1. Biannual Progress Reports using the CLPPB Progress Report Format.
2. Provide Train-the-Trainer Curriculums to WIC Programs throughout Los Angeles County. a. Conduct and evaluate Train-the-Trainer Curriculum Pilots at WIC Programs during FY 2008-2009. b. Revise train the trainer program based on the pilot during FY 2009-2010. c. Implement Train-the-Trainer Final Curriculum at WIC Programs during FY 2010-2011.	Ongoing	SHE HE HEA1 HEA2 STC SPW CHW1 CHW2	1. List of WIC Clinics participated in the Pilot and implementation of the curriculum will be kept on file. 2. Sign-in sheets of the participants that participated in the pilot study and the final implementation will be kept on file. 3. Biannual Progress Reports using the CLPPB Progress Report Format. 4. Class Outlines and Curriculum. 5. A list of distribution sites will be kept on file.
3. Provide training, resources, and educational	Ongoing	SHE	1. Copy of letter and list of CBO's invited.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>materials for CBO's working in lead poisoning prevention to support their efforts to reach high-risk children.</p> <p>a. Invite at least five CBO's to attend a train the trainer workshop as noted below.</p> <p>1. Offer CBOs lesson plan or training on Lead 101 Parent Presentations in both English and Spanish during FY 2009-2010.</p> <p>2. Offer CBOs lesson plan or training for pregnant teens during FY 2010-2011.</p> <p>b. Invite appropriate organizations to join the Southern California Health and Housing Council.</p>	<p>FY 2009-2010</p> <p>FY 2010-2011</p> <p>Ongoing</p>	<p>HE HEA1 HEA2 HEA3 CW1 CW2 SPW</p>	<p>2. Attendance sheet for each training. 3. Copy of curriculum for each training. 4. Pre-post test and analysis for each training.</p>
<p>4. An annual lead-screening project will focus on referring children for a blood lead test screening.</p> <p>a. LA CLPPP will collaborate with WIC programs and LAC/DHS Comprehensive Health Centers to identify participants not screened for Lead.</p> <p>b. Develop and Revise MOU with WIC providers and LAC/DHS Comprehensive Health Center providers as needed.</p> <p>c. Offer updates/presentations on Lead Poisoning Prevention as requested.</p> <p>d. Through the Lead Screening Outreach Program, LA CLPPP will provide each child that has been screened for Lead with educational materials lead prevention</p>	<p>Ongoing</p>	<p>SHE HE HEA1 HEA2 CHW1 CHW2 STC</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report Format. 2. A list groups/organizations will be kept on file. 3. MOUs obtained and on file. 4. Numbers of children screened reported. 5. Documentation of on site trainings conducted. 6. Copy of annual letter to sites will be kept on file.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>e. Provide summary of referrals for each site and a recognition certificate each year.</p>			
<p>5. Each year of the contract, CLPPP will collaborate with the local CHDP and Medi-Cal Managed Care partners to review and make appropriate revisions to the case management guidelines for clinical management of elevated blood levels (MATRIX).</p>	Ongoing	<p>Sr. SA NM Chief EHS APS PHN STC</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report Format. 2. Copy of document (with revision date) as requested by the CLPPB for program review</p>
<p>6. Each year of the contract, CLPPP will participate in the development and review of Medi-Cal health-related regulations, policies and procedures such as drafted legislature, Memoranda of Understanding and other health care service standards for patient management as they relate to childhood lead poisoning (i.e. CDC-Health Sub-Committee).</p>	Ongoing	<p>Sr. SA EHS Mgr NM APS APS in-kind Epi</p>	<p>1. Biannual Progress Reports using the CLPPB Progress Report Format. 2. Copies of minutes and drafts of legislature developed as requested by the CLPPB for program review.</p>
<p>7. Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services. <i>(This section is satisfied with the activities listed in Objective 2-II Activity I above)</i></p>	Ongoing	<p>APS in-Kind</p>	<p>1. As above</p>
<p>8. In the event that the CLPPP receives a referral from the CLPPB regarding a family at risk from take-home exposure, the CLPPP will contact the family to advise them of the need for screening. a. CLPPP will mail the following health education materials/letter to the family -“Don’t Take Lead Home from Job” lead awareness materials -Send a notification letter to take-home workers to encourage BLL testing for their children and provide resource information</p>	Ongoing	<p>NM Epi STC ITC SPW</p>	<p>1. As above 2. Log book of mailings available for review.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
9. Identify high-risk communities or neighborhoods in which to focus the strategies. <ol style="list-style-type: none"> Annually review and modify high risk areas based on approved criteria Submit new list of high risk areas to CLPPP Coordinator. Develop maps of new high risk areas. 	Ongoing	Epidemiologist	1. Methodologies will be on file.

Goal 4: Management of lead-poisoned children shall meet standards of care.

Objective 4-I: Assure timely and appropriate case management of lead-exposed children in accordance with CLPPB standards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Assure that, when the CLPPP is notified of a lead-exposed child, the Public Health Nurse (PHN) shall coordinate the case in compliance with: <ol style="list-style-type: none"> California Health and Safety Code Section 105275 et seq. (appropriate case management); Title 17 Section 35001 et. seq. (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards); The CLPPB Binder of Program Letters. Los Angeles County, DPH Mandates, Policies and Procedures 	Ongoing	NM 2-APS	For all of the activities under this objective: <ol style="list-style-type: none"> Biannual Progress Reports using the CLPPB Progress Report format. Status reports, case management information, and other contract-related information as requested by the CLPPB for program review. CLPPB Lead Poisoning Follow-Up Forms.
2. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead levels meet "case" definition, all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation and provision of education and informational materials, are conducted in accordance with: <ol style="list-style-type: none"> The <i>CLPPB Public Health Nursing Manual (PHN Manual)</i>, September 2002 and updates; Title 17 Section 35001 et. seq. (Lead-Related Construction, Accreditation, Certification, and Work 	Ongoing	Chief EHS 2- EHS IV EHSS 6-EHS IIIs STC NM 2-APS 6-PHNs STC	1. As above

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>Practice Standards);</p> <p>c. Childhood Lead Poisoning Prevention CLPPB, <i>Guidance Manual for Environmental Professionals, December 2005</i>, and updates;</p> <p>d. Lead Poisoning Follow-Up Form</p> <p>e. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff);</p> <p>f. The <i>CLPPB Surveillance and Data Management Manual</i>.</p> <p>g. During the first 45 days of a new case, EHS IVs will review LOGCASA, Daily Activity Reports, lab-tracking logs, and office logs, on a weekly basis to assure that the following activities have occurred:</p> <ul style="list-style-type: none"> - Case received by EH Unit - Initial inspection conducted - Lab samples submitted for analysis - Lab results received by EH unit - Copies of state forms sent to Epi Unit - State follow-up forms pages 10-17 with Appendices A1, A2, B and C are in the chart and accurately completed with documentation that Appendix C was mailed to the primary medical provider. - Collaboration with PHN noted in Progress Notes <p>h. EHS IVs review charts to assure that:</p> <ul style="list-style-type: none"> - Abatement orders issued when necessary. - Office Hearings scheduled when necessary. - Referrals to CA/DA for prosecution when necessary. - Clearance/closure inspection documentation in file. <p>i. Conduct annual field & desk standardizations of each EP (EHS III)</p> <p>j. Develop and implement Peer Review procedures for each new case open after 90 days.</p> <p>k. Periodically audit charts to assure compliance with CLPPB</p>	<p>Ongoing</p>	<p>EPI STC</p> <p>2 EHS IVs EHSS</p> <p>2 EHS IVs EHSS</p> <p>2 EHS IVs EHSS 6 EHS IIIs Chief EHS</p>	<p>Copies of tracking tools as requested by the CLPPB for program</p> <p>Copies of the Standardization procedures and checklist as requested by the CLPPB for program review.</p> <p>Copies of the Peer Review procedures and checklist as requested by the CLPPB for program review.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective standards/guidelines	Timeline	Staff	Evaluation/Deliverables
1. Conduct annual field audits of staff to ensure compliance with department policies		EHSS Chief EHS	Copies of the Audit procedures and checklist as requested by the CLPPB for program review.
3. Assure that, when notified of a lead-exposed child whose blood lead levels meet "case" definition, or of a child with an elevated blood lead level, requiring follow-up to confirm the child's "case" status, the primary care provider following the child is contacted about the lead level, knows of the services being provided by the CLPPP, is informed of resources for medical follow-up and treatment as indicated, and recommends an environmental investigation, as appropriate.	Ongoing	6-PHNs HEA Epi STC ITCs SPW	Copies of documentation on file. As above, and - a sample copy of the provider notification packet available as requested for program review. - Documentation in Medical Records
4. Assure that the CLPPB is notified if a child is found to have been designated as a "case" in error or on follow-up, does not achieve "case" status.	Ongoing	NM 2-APSS 6-PHNs Epi	As above
5. Assure that if the child receives services through a government-assisted health care program (Medi-Cal, CHDP, Healthy Families or local plan), that program is notified of the elevated blood lead level as soon as possible on a case-by-case basis.	Ongoing	2-APSS 6-PHNs HEA	As above
6. Assure that if the child is eligible for, but does not receive services through, a government-assisted health care or nutrition program (Medi-Cal, CHDP, Healthy Families or local plan, and WIC), the family is advised of the availability of such services.	Ongoing	2-APSS 6-PHNs HEA	As above
7. Assure that if take-home lead exposure is suspected as the source of the child's elevated blood lead level, the PHN will contact the California Occupational Lead Poisoning Prevention Program, as per the <i>PHN Manual</i> .	Ongoing	2-APSS 6-PHNs HEA	As above
8. Submit Follow-Up Forms to the CLPPB in a timely fashion, as specified in the <i>PHN Manual</i> and the CLPPB Binder of Program Letters.	Ongoing	2-APSS 6-PHNs STC ITC	As above
9. Submit a semi-annual list of open and closed lead poisoning cases for state and county comparison and tracking, if	Upon request	Epi NM	As above

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective requested by the state.	Timeline	Staff	Evaluation/Deliverables
10. Assure that when a lead-poisoned child moves out of the jurisdiction, case management is coordinated with other CLPPPs, as described in the <i>PHN Manual</i> .	Ongoing	Chief EHS 2-APSS 6-PHNs HEA ITC	As above
11. If the applicant is or applies to be a participant in the CLPPB XRF Instrument Loan Program, the applicant shall participate fully as specified in the CLPPB Binder of Program Letters. <ul style="list-style-type: none"> a. Maintain records that assure that: <ul style="list-style-type: none"> - Staff that utilize XRFs are licensed by the California DHS Radiological Health CLPPB as required in Health and Safety Code Section 115056, and the California Code of Regulations Title 17, Sections 30194 and 30195, and are proficient in the use of the XRF equipment. - Staff are Registered Environmental Health Specialists in accordance with HSC section 06600, and are Certified lead in Construction Inspector/Assessors in accordance with CCR Title 17, section 35001. b. Conduct field safety inspections of all authorized users and storage locations. c. Conduct leak tests on all XRFs every six months and provide results to the applicable XRF users within 24 hours after receipt of the bioassay report. d. Post personal dosimetry results in a conspicuous location for all XRF users to review. e. Notify the CLPPB within five working days of names of individuals who are to be added or deleted from the radioactive materials license. 	Ongoing	EHSS 2- EHS IV STC	1. Monthly submission by each Environmental Professional of XRF Print-out form, EI/Clearance, or office practice if no fieldwork was done. 2. Conduct routine maintenance, Resourcing, and assure bi-annual leak testing of each XRF instrument.
12. Each year of the contract, assure that when a case is defined that the PHN has 100% compliance with the following case management services and activities: <ul style="list-style-type: none"> - Initial home visit with time frames established by the CLPPB. - Referral to EH for home investigation within time frames established by the CLPPB 	Ongoing	NM 2-APS 6-PHN STC 2-ITC SPW	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Copy of revised nursing audit tool on file

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> - Nutritional assessment - CCS referral - Medi-Cal questionnaire - Developmental assessment - Mailing of Appendix C - Preventive teaching - Submission of LPFF to Epi Unit within 45 days of initial home visit - Subsequent follow-up conduct every 3-4 months - Closure LPFF submitted to Epi within 45 days of PHN date closed. - Submission of LPFF to the CLPPB within 60 days of the initial home visit. - Submission of final LPFF within 60 days of CM closure. 			
<ul style="list-style-type: none"> a. Each year of the contract, review and revise the PHN/APS audit tool, which tracks compliance with the above interventions and services. b. Each year of the contract, conduct on-going peer reviews to collect data, which computes the compliance rate. 			
<p>13. Assume that 90% of the cases referred to Environmental Health have documented and filed in the medical record, the following information:</p> <ul style="list-style-type: none"> - Status of last EH visit conducted for clearance inspection - Date the updated Appendix C was mailed to the primary provider a. Each year of the contract, collaborate with EH Unit to review and revise an evaluation tool which tracks EH compliance with the above documentation b. Each year of the contract, conduct ongoing chart reviews to collect data, which computes the compliance rate. 	Ongoing	NM 2-APS 6-PHN Chief EHS 2-EHS IV 6-EHSIII	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Copy of evaluation tool on file, and submitted to the CLPPB
<p>14. Assume that, each child receives a 2nd home visit within 90 days of the date defined to evaluate response to interventions, identify secondary cases and to provide further education.</p>	Ongoing	NM Epi 2-APSS 6-PHNs	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Review of medical record.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
15. Assure that, health care providers who have clients with BLLs that do not meet state case definition, are contacted by the PHN, mailed a redraw letter and educational materials (i.e. capillary, single BLL ≥ 20 mcg/dL)		STC NM Epi 2-APSS 6-PHN STC ITC SPW	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Review of medical record.
16. Assure that, health care providers who have clients with BLLs that do not meet the state case definition received a redraw letter and educational materials (i.e. single BLL between 15-19 mcg/dL)	Ongoing	NM Epi 2-APSS 6-PHNs ITC SPW	1. Biannual Progress Reports using the CLPPB Progress Report format. 2. Review of medical record.
17. Assure that, health care providers who have clients with BLLs not meeting the state case definition received notification letters and educational materials (i.e. BLL between 10-14 mcg/dL)	Ongoing	NM Epi STC ITC SFW	1. Biannual Progress Reports using the CLPPB Progress Report format.
18. Each year of the contract, CLPPP will review the monthly California OLPPP Registry Report and report the number of state cases in which take "home exposure" was identified as the possible source of the child's elevated blood lead level.		Epi NM 2-APSS 6-PHNs	1. Biannual Progress Reports using the CLPPB Progress Report format.
19. Each year of the contract, convene at least six (6), 2-hour meetings/year with the local EHS and Epi Unit to facilitate timely completion of LPFF, clinical records, PHN & REHS environmental case management & investigations.	Ongoing	NM Chief EHS 2-EHS IVs Epi 2-APSS EHSS STC	1. Biannual Progress Reports using the CLPPB Progress Report format.
20. Each year of the contract, review and revise CM tracking and audit tools to assure that, PHN lead case management activities including maintenance of accurate and complete surveillance, case management documentation, submission of LPFF and public health interventions are conducted in accordance with	Ongoing	NM Epi 2-APSS 6-PHNs STC	1. Copies of tracking and audit tools as requested by the CLPPB for program review.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
the CLPPB <i>Public Health Nursing Manual</i> (9/02) and the <i>Guidance Manual for Environmental Professionals</i> (12/05).			
21. Each year of the contract, maintain a medical record coding and colored filing system for case documentation.	Ongoing	Sr. SA NM Epi STC HEA	1. Review of medical records and work area as requested by the CLPPB for program review.
22. To assure that Spanish speaking families understand the Environmental Inspection process, develop a Spanish language video presentation that describes the EI and provides other useful information. The presentation will be recorded on to a DVD so that the EPs will be able to show this DVD to Spanish speaking families during their EI. A portable DVD player will be utilized if there is no DVD player in the home.	By June 2009	Chief EHS EHS III PHN	1. Copy of DVD presentation as requested by the CLPPB.
23. The CLPPP is encouraged to partner with non-governmental organizations (such as community groups) to enhance education on lead and prevent further lead exposure, particularly in children whose blood lead levels do not reach case definition. <i>(This section is satisfied with the activities listed in Objectives: 2-I, Activity 5; 2-II, Activity 1; 2-V, Activity 2; and 3-I, Activity 3)</i>	Ongoing		1. Biannual Progress Reports using the CLPPB Progress Report format.

Goal 5: Lead hazards that are identified shall be eliminated.

Objective 5-I: Use progressive notification and action to achieve elimination of lead hazards identified during environmental investigations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. When lead hazards are identified during an environmental investigation for a lead-exposed child whose blood lead level meets "case" definition, the EP shall use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are as described in:	Ongoing	EHS Mgr Chief EHS 2-EHS IV 6-EHS III	1. A copy of relevant page CLPPB Lead Poisoning Follow-up Form for those addresses achieving clearance, attached to the appropriate Progress Report. 2. Biannual Progress Reports using the CLPPB Progress Report format.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> a. The CLPPB <i>Public Health Nursing Manual (PHN Manual)</i>, <i>September 2002</i>, and updates; b. Title 17, Section 35001 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards) c. Childhood Lead Poisoning Prevention CLPPB, <i>Guidance Manual for Environmental Professionals, December 2005</i>, and updates. 			
2. Submit a semi-annual list of environmental investigations completed and clearances achieved, with the semi-annual CLPPP progress report.	Semi-annually	EHS IV EHSS	1. Biannual Progress Reports Using the CLPPB Progress Report format.
3. When a property owner fails to comply with lead hazard reduction or elimination, the EP will take necessary steps to secure enforcement, including referral to the City Attorney/District Attorney's Office.	Ongoing	2-EHS IV 6-EHS III	1. As above, and 2. A summary of steps taken attached to the Biannual Progress Report, with documentation available on CLPPB request.
4. When lead hazards are identified at an apartment with 5 or more units, make a referral to the Los Angeles County EH Housing Bureau for their assistance in identifying and eliminating lead hazards in units not associated with the "case" unit.	Ongoing	2-EHS IV 6-EHS III	1. List of sites referred to EH.
5. Collaborate with LHRCEP to eliminate lead hazards identified for other lead-exposed children with elevated blood lead levels, whose blood lead levels do not meet CLPPB "case" definition. [Refer to Objective 5-II]	Ongoing	EHS Manager Chief EHS 2-EHS IV 6-EHS III	1. Biannual Progress Reports using the CLPPB Progress Report format.
6. Collaborate with LHRCEP to provide education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children at risk for lead exposure, by providing training programs in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment. [Refer to Objective 5-II]	Ongoing	EHS Manager Chief EHS 2-EHS IV	1. Biannual Progress Reports using the CLPPB Progress Report format.
7. When lead hazards are identified at an apartment with 5 or more units, make a referral to the Health	Ongoing	Chief EHS 2-EHS IV	1. Biannual Progress Reports using the CLPPB Progress Report format.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
Education unit for their assistance in notifying tenants of lead hazards and encourage screening of children.		SHE CW	2. Documentation of referrals.

SUPPLEMENTAL FUNDING

Local Jurisdictions wishing to apply for supplemental funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the scope of work listed under Objectives 5-II and 5-III.

Note: The supplemental funds provided for Objectives 5-II and 5-III are to be allocated into the Primary contract portion of the CLPPP budget (see section XXX) or expended as a subcontract or subcontracts.

Objective 5-II. Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out environmental investigations; and ensuring abatement and clearance of identified lead hazards, and that activities are conducted as required by California Code of Regulations, Title 17, Section 35001 et seq.	Ongoing	1 EHS IV 3EHS IIIs 1EH Tech EHS Mgr Chief EHS- EPI	Information on: activities carried out under this objective; specific populations, areas and properties targeted; and hazards eliminated, is to be submitted with each semi-annual CLPPP progress report. <ul style="list-style-type: none"> Provide the number of environmental investigations of children with BLL of 15-19 ug/dL. Provide number of environmental investigations of children with BLL that does not meet state case criteria (10-14 investigations). Provide the number of abatements and the number of clearances.
a. Recruit and hire staff to re-establish LHRCEP.			
b. Review and update protocols for investigations of environments of children with blood lead levels of 10-14 ug/dL and 15-19ug/dL.	Within 90 days		
c. Investigate environments of children with blood lead level of 15-19 ug/dL that meets the state blood lead criteria for a case, but had no confirmation test or second draw.	Ongoing		
d. Investigate environments of children with blood lead level that does not meet state case criteria (13-14 ug/dL) in the 10 high risk cities, and in non-high risk cities as resources allow.	Ongoing		
e. As resources allow, investigate environments of children			

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
with blood lead level that does not meet state case criteria (10-12 ug/dL) with priority to the 10 high risk cities.	ongoing		
<p>2. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children have been exposed in the past, and responding as necessary with appropriate enforcement actions.</p> <ul style="list-style-type: none"> - Efforts may focus on a specific high-risk geographic area or areas. - If not already identified in the contract work plan, by six months of the start of the contract, submit a plan to the CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations. a. Evaluate existing high risk areas and modify as needed. b. Submit plan to CLPPB c. Investigate properties where previous investigation was not completely achieved, i.e., not home, couldn't gain entry, etc. d. Provide education and outreach to property managers, residents, and owners regarding safe work practices and prevention of lead poisoning. 	Ongoing	<p>1- HS IV 3-EHS IIIs Epi EH Tech Sec II</p>	<ul style="list-style-type: none"> • Plan submitted to CLPPB. • Provide evidence of high-risk areas. • Provide number of investigations on properties where children have been previously exposed, specifically on properties where investigation was attempted or incomplete and compliance not achieved. • Number of outreach conducted. • Copies of materials for outreach and education, attendance records, and quantities of materials distributed.
	Within 6 months		
	Ongoing		
	Ongoing		

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>3. Implement a program to reduce the opportunity for children being further exposed or at risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings, responding to each as necessary with appropriate enforcement actions.</p> <p>a. Ensure that all unsafe work practice complaints from the general public and referrals from local enforcement agencies or CBOs are responded to county-wide by either LHRCEP or LA County EH Housing inspectors. Provide technical assistance and serve as expert witness for any legal action stemming from these complaints.</p> <p>b. Refer peeling paint complaints at pre-1978 housing to LA County EH Housing districts. Provide technical assistance and serve as expert witness for any legal action stemming from these complaints.</p> <p>c. As resources allow, provide fiscal support to LA County EH Housing Department for after-hour inspections of pre-1978 multiple family dwellings to identify lead hazard conditions. Program will target housing in the 10 high-risk cities.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>July-Oct each year</p>	<p>EHS IV 2-EHS IIs EHS Tech Sec II</p>	<p>With each semi-annual CLPPP progress report</p> <ul style="list-style-type: none"> • Provide number of unsafe work practice complaints responded to. • Provide number of peeling paint referrals made to EH. • Provide number of enforcement actions taken (hearings, referral to CA/DA, court cases). • Provide number of complaints abated. • For after hour inspection program, provide number of: <ol style="list-style-type: none"> (1) after hour inspections completed, (2) properties with lead hazards (3) notices issued (4) enforcement actions taken (5) properties cleared
<p>4. Develop a written progressive enforcement procedure and submit it to the CLPPB with the first CLPPP progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, then an administrative hearing, and an order to abate.</p> <p>a. Review and update existing enforcement procedures which include: Notice of Violation, administrative Office Hearing, referral to EH Housing Task Force, referral to Franchise Tax Board, and referral to City/District Attorney.</p> <p>b. Provide timelines for follow-up visits and each progressive</p>	<p>Ongoing</p>	<p>Chief EHS EHS IV</p>	<ul style="list-style-type: none"> • Procedure submitted to CLPPB • Maintain the number of investigation reports sent to property owners. • Provide number of administrative office hearings, city/district attorney hearings, court cases, Calif. State Franchise Tax board referrals and EH Housing Task Force cases.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>enforcement step.</p> <p>5. As resources allow, assure that interventions (including lead abatement activities) carried out to prevent lead hazards from developing in the future and exposing at risk children to lead are conducted as required by Title 17, California Code of Regulations, Section 35001 et seq.</p> <p>a. Conduct timely on-site visits and follow-ups on properties where written orders were issued to ensure proper lead abatement procedures and clearance of hazards were achieved and abatement workers are following work practice standards.</p> <p>b. Provide yearly cross training in safe lead work practices, compliance, and enforcement, and visual assessment to enforcement agencies, such as LA County EH, LA City Housing Department, and local Building and Safety departments.</p> <p>c. Promote the reporting of unsafe work practices by local enforcement agencies, community based organizations, and the general public.</p> <p>6. The breadth and extent of activities planned and carried out for items 1, 2, 3, 4, and 5, in this objective, are expected to be proportional to the supplemental funding and resources provided.</p> <p>7. Information on: activities carried out under this objective; specific populations, areas and properties targeted; and hazards eliminated, is to be submitted with each semi-annual CLPPP progress report.</p> <p>8. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.</p>	On-going	Chief EHS EHS IV 2-EHS IIs EH Tech	<ul style="list-style-type: none"> • Provide number of stop-work orders and other numbers related to due process. • Maintain property addresses and names of owners of properties where HUD provided permanent intervention. • Provide number of abatements and clearances achieved. • Names and number of agencies trained.

Exhibit A, Attachment I
Work Plan

Objective 5-III. Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups, to see that lead hazards are properly identified and eliminated.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. Develop and re-establish collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, and code enforcement agencies), particularly those in specific jurisdictions which are identified as high risk for lead hazards. Specific activities include:</p> <p>a. Train and certify new Environmental Health housing staff and other members of the Los Angeles City Housing Department and other enforcement agencies, as resources allow.</p> <p>b. Monitor and ensure re-certification of enforcement partners.</p> <p>c. Conduct joint investigations with partnering agencies, if needed, on properties located in high-risk areas.</p> <p>d. Provide cross-training on safe work practices to partnering agencies and EH housing field staff.</p> <p>e. Respond to referrals from LA City Housing Department, Healthy Homes Collaborative, and community-based organizations; and ensure timely follow-up.</p> <p>f. Conduct follow-up to ensure that Building & Safety offices are promoting lead-safe work practices on permits as per CDC program agreements.</p> <p>g. Establish mailing list for the 10 high risk cities to inform them of training opportunities and of hazards found in their jurisdiction.</p> <p>h. Collaborate with LA County EH to provide after-hour inspections at pre-1978 multiple family dwellings [see Objective 5-II, 3c.]</p>	On-going	EHS IV 2-EHS IIIs EH Tech	<p>Information on activities carried out under this objective is to be submitted with each semi-annual CLPPP progress report.</p> <ul style="list-style-type: none"> • Number of newly certified individuals. • Number of individuals who attended recertification training. • Number of individuals recertified. • Provide a copy of new collaboration agreement with other government agencies, if any, in addition to the existing partners. • Provide a copy of updated training presentations, if any, to the State. • Provide number of training provided to LAHD, B&S, EH Housing Program and other government agencies. • Provide training attendance records and flyers. • Number of joint inspections. • Number of referrals received from LAHD, CBO's, etc. • Number of follow-ups made to Building & Safety. <p>[Refer to Objective 5-II, 3c.]</p>
<p>2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance</p>	Ongoing	EHS Mgr Chief EHS EHS IV Sec II	<ul style="list-style-type: none"> • Provide a copy of Inter-Agency Referrals, Protocol and Complaint Investigation Procedure.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective and enforcement procedures.	Timeline	Staff	Evaluation/Deliverables
<p>Delineate roles and responsibilities.</p> <ol style="list-style-type: none"> Implement existing Inter-Agency Referral Protocol and Complaint Investigation Procedures Review and update procedures as needed. 			
<ol style="list-style-type: none"> Develop an enforcement response policy, including the roles and responsibilities of partnering enforcement agencies. <ol style="list-style-type: none"> Modify the existing policy to include roles and responsibilities of all partnering enforcement agencies. Submit revised policy to the CLPPB, by the end of the first year of this contract. 	June 2009	EHS Mgr Chief EHS EHS IV Sec II	<ul style="list-style-type: none"> Provide a copy of the enforcement response policy to the state.
<ol style="list-style-type: none"> As resource allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected. <ol style="list-style-type: none"> Conduct analysis of the effectiveness of local laws and how they relate to protecting children from lead hazards. Participate in local EH Housing committee to review and recommend changes to Los Angeles County Code, Title 11. 	June 2009	EHS Mgr Chief EHS EHS IV Sec II	<ul style="list-style-type: none"> Provide a report of concerns and possible solutions to enforcement of local and State ordinances and laws related to lead hazards. Maintain record and meeting minutes on file.
<ol style="list-style-type: none"> As resources allow, carry out other outreach and education activities with enforcement partners. Specific activities are as follows: <ol style="list-style-type: none"> Providing program materials on lead hazards to housing and building departments, for public distribution. <ul style="list-style-type: none"> Evaluate existing educational materials and make changes, if needed. Provide orientation to owners and tenants of the Housing Authority of Los Angeles (Section 8) regarding safe lead work practices. Provide educational materials on safe lead practices to 	On-going Within 180 days from start date	EHS IV 2-EHS IIIs EH Tech	<ul style="list-style-type: none"> Provide copies of outreach and education materials, attendance record, and quantities distributed. Number of renovation pamphlets distributed by Building & Safety offices to building permits. Number of permits stamped with Lead Warning sign. Number of orientation meetings attended with Section 8 and attendance record.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>partnering agencies such as LA Housing Dept. and Building & Safety for public distribution.</p> <p>b. Encouraging building department to incorporate informing about safe work practices into their building permit process (such as attaching pamphlets that educate about lead hazards to building permits) for housing built before 1978.</p> <ul style="list-style-type: none"> ▪ Collaborate with the Building and Safety offices in the 10 high risk cities to include renovation pamphlets to building permits for housing built before 1978 and to stamp the Lead Warning in all permits. ▪ Expand project to other incorporated cities as resources allow. 			
<p>6. Collaboration and partnering with community-based organizations (CBOs) involved in housing activities is strongly encouraged, as resources allow.</p> <ul style="list-style-type: none"> a. Establish protocols for request of training and educational materials by CBOs. b. Continue working with CBO's to ensure their knowledge of the high risk areas. c. Provide CBO with educational materials and free testing kits for use during outreach efforts. d. Provide orientation of CLPPP activities and other ongoing meetings, conferences, etc. 	<p>On-going</p> <p>Within 90 days from start date</p>	<p>EH Mgr Chief EHS EHS IV 2-EHS IIIs Epi</p>	<ul style="list-style-type: none"> • Provide a copy of protocols to the state upon request. Maintain a copy in the file. • Provide number of training presentations, meetings, conferences and attendance records. • Provide names and number of educational materials, flyers, etc. • Provide number of cross training for community-based organization members in the field.
<p>7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.</p>			
<p>8. Information on activities carried out under this objective is to be submitted with each semi-annual CLPPP progress report.</p>			
<p>9. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.</p>			

Exhibit A, Attachment I
Work Plan

Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning.

Objective 6-I: Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. The new CLPPB web-based data system, RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), stores extensive statewide blood lead level and case management follow-up data. When feasible, and per the CLPPB roll-out schedule to Local Health Jurisdictions, Local Health Jurisdictions should utilize RASSCLE II. Jurisdictions using RASSCLE II shall: <ul style="list-style-type: none"> a. Enter into the new web-based RASSCLE II system, if data is not already in the system, and manage all data regarding lead poisoning cases and screening tests. b. Attend RASSCLE II Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, and epidemiologist. c. Coordinate with the CLPPP's Information Technology department or the local department that supports CLPPP data functions, to ensure the department's maintenance of CLPPB technical infrastructure recommendations, as specified in the CLPPB <i>Surveillance and Data Management Manual</i>. 			<ul style="list-style-type: none"> 1. Reports as specified in the CLPPB <i>Surveillance and Data Management Manual</i>. 2. The CLPPP may develop evaluation strategies, as resources allow.
	Ongoing	Epi 2 ITC's STC	Notify CLPPB of duplicate records. Duplicate records on file. Run RASSCLE II reports, and compare the results with RASSCLE I data. Analysis results on file.
	When directed by the CLPPB	Epi 2-ITCs STC 2-APSS 6-PHNS 2-EHS IVs 6 EHS IIIs	Sign-in sheet, training material, and discussion notes will be on file.
	When directed by the CLPPB	Epi ISA II	Documentation on coordination will be on file.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
e. At the direction of the CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations, as specified in the <i>Surveillance and Data Management Manual</i> .	When directed by the CLPPB	Epi ISA II	Documentation of the upgrade and purchase of new equipment on file. Equipment inventory on file.

Objective 6-II

Adhere to requirements for data security and confidentiality.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Adhere to data security and program confidentiality requirements as delineated in: <ul style="list-style-type: none"> a. Health and Safety Code, Sections 124130 and 100330 b. Contract attachments c. The CLPPB Binder of Program letters d. Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA). 	Ongoing	All CLPPP staff	<p>Ensure all RASSCLE II users receive HIPAA training. Training records on file.</p> <p>Ensure all users comply with HIPAA and all other confidentiality rules.</p> <p>All staff received DHS Policy #361.23 <i>Safeguards for Protected Health Information</i>, and signed the Department of Public Health's Human Resources Agreement of Understanding. Document on file.</p> <p>Consult CLPPB on release of confidential data.</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

Manny Berino
California Department of Public Health
Childhood Lead Poisoning Prevention Branch
850 Marina Bay Parkway,
Bldg. P, 3rd Floor
Richmond, CA. 94804-6403

- C. Invoices shall:
 - 1) Be prepared and submitted in the format determined by the Branch. Upon Signed approval of this agreement, the Branch will provide instructions to the Program Coordinator, which will include an invoice format for each budget year
 - 2) Be signed by the Program Coordinator and an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this contract.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$ 5,036,786 for the budget period of 07/01/08 through 06/30/09.
 - 2) \$ 4,996,615 for the budget period of 07/01/09 through 06/30/10.
 - 3) \$ 4,998,185 for the budget period of 07/01/10 through 06/30/11.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increase nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line Item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

Exhibit B
Budget Detail and Payment Provisions

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Additional Budget Details

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference.
- 1) "Budget Detail Sheet" as submitted by the Contractor in the Request for Funding Application and approved by the CLPPB.
 - 2) "Personnel Supplemental to the Budget Detail" as submitted by the Contractor in the Request for Funding Application and approved by the CLPPB.

Exhibit B, Attachment I**Budget****(Year 1)**

7/1/08 Through 6/30/09

	Medi-Cal Lead Program				
	Primary Contract	PHN Case Mgt Services	Administrative Activities		Total Budget
			Non-Enhanced	Enhanced	
Personnel	\$ 962,002	\$ 363,465	\$ 1,191,353	\$ 330,686	\$ 2,847,506
Fringe Benefits	453,385	171,555	556,201	156,084	1,337,225
Indirect Costs (17.15%)	164,736	62,334	202,094		429,164
Indirect Costs associated with Enhanced (17.15% Fringe and Personnel)	-	-	56,713		56,713
Operating Expenses	105,721	17,282	82,175		205,178
Equipment	-	-	-		-
Travel	13,529	5,114	21,357		40,000
Subcontracts	-	-	-		-
Other Costs	121,000	-	-		121,000
	\$ 1,820,373	\$ 619,750	\$ 2,109,893	\$ 486,770	\$ 5,036,786

Exhibit B, Attachment II
Budget
(Year 2)
7/1/09 Through 6/30/10

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 1,025,756	369,255	\$ 1,249,649	\$ 346,718	\$ 2,991,378
Fringe Benefits	482,458	174,288	584,737	163,651	\$ 1,405,134
Indirect Costs (12.75%)	130,325	47,080	157,953	-	\$ 335,358
Indirect Costs associated with Enhanced (12.75% Fringe and Personnel)	-	-	44,207	-	\$ 44,207
Operating Expenses	71,797	7,855	43,886	-	\$ 123,538
Equipment	-	-	-	-	\$ -
Travel	12,007	4,327	18,666	-	\$ 35,000
Subcontracts	-	-	-	-	\$ -
Other Costs	62,000	-	-	-	\$ 62,000
	\$ 1,784,343	\$ 602,805	\$ 2,099,098	\$ 510,369	\$ 4,996,615

Exhibit B, Attachment III
Budget
(Year 3)
07/01/10 Through 06/30/11

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 1,029,139	\$ 369,255	\$ 1,252,626	\$ 346,718	\$ 2,997,738
Fringe Benefits	484,054	174,288	586,142	163,651	1,408,135
Indirect Costs (12.75%)	130,756	47,080	158,333	-	336,169
Indirect Costs associated with Enhanced (12.75% Fringe and Personnel)	-	-	44,207	-	44,207
Operating Expenses	69,802	8,011	42,123	-	119,936
Equipment	-	-	-	-	-
Travel	12,021	4,318	18,661	-	35,000
Subcontracts	-	-	-	-	-
Other Costs	57,000	-	-	-	57,000
	\$ 1,782,772	\$ 602,952	\$ 2,102,092	\$ 510,369	\$ 4,998,185

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health", "California Department of Health Services", "Department of Health Services", "CDPH", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment

Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such

purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for

ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with

agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

- (2) The State may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational

materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in

connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are

performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. **Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency _____	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from 10a.</i> <i>(Last name, First name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

- A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit H	Contractor Equipment Purchased with CDPH Funds	2 page(s)
2) Exhibit I	Inventory/Disposition of CDPH-Funded Equipment	2 page(s)
3) Exhibit J	Glossary of CLPPB Related Acronyms and Terms	4 page(s)

- B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- 1) CLPPB Program Letters
- 2) Lead Poisoning Follow-up Form
- 3) CLPPB Progress Report
- 4) CLPPB Surveillance and Data Management Manual
- 5) CLPPB Public Health Nursing (PHN) Manual and Updates
- 6) Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998 and Updates
- 7) Minimum Environmental Investigation Sampling Strategies (3/01 and Updates)
- 8) Lead Test Kit Fact Sheet 3/01

2. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

3. Freeze Exemptions

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

Exhibit E
Additional Provisions

- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 08-85065 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Los Angeles County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Increase Effective 1/1/08.)

- i. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the *California Department of Public Health (CDPH)* upon the receipt of a statement on/invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **50.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		

INSTRUCTIONS FOR CDPH 1203

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s,** "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Appropriate case management - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child's exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

ATSDR – Agency for Toxic Substances and Disease Registry

Case closure - Case management is concluded and a case is closed because:

- 1) Two blood levels indicate less than 10ug/dL or,
- 2) One of the following has occurred
 - a. The lead-poisoned child moved without a forwarding address
 - b. The lead-poisoned child's family refused follow-up
 - c. The lead-poisoned child was referred to another health jurisdiction
 - d. The Contractor received no response from the health care provider
 - e. Other

BLL – Blood Lead Level

BPb – Blood Lead

Branch- The Branch – A term used in place of CLPPB or Childhood Lead Poisoning Prevention "Branch".

Case definition - Two blood lead level test results, taken at least 30 days apart, that are equal to or greater than 15 ug/dL or one blood lead level test result equal to or greater than 20ug/dL in a child from 0 to 21 years of age.

CBLS – Childhood Blood Lead Surveillance

CBO – Community Based Organization

CCS – California Children Services

CDC – Centers for Disease Control and Prevention

CDBGP - Community Development Block Grant Program

CHDP – Child Health and Disability Prevention Program

CDPH - California Department of Public Health (formerly DHS)

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch

CLPPB Program Letter – A document that has been dated, numbered, and issued by the CLPPB that establishes policy and clarifies regulatory or contractual requirements.

CLPPP - Childhood Lead Poisoning Prevention Program (the program within a local jurisdiction)

CLPPP Team Quarterly Meetings – On site quarterly meetings of the CLPPP Coordinator, PHN, REHS, Health Educator and Registered Dietician.

CMSS - Care Management Surveillance Section

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

CMU - Contract Management Unit

Contractor – The local Childhood Lead Poisoning Prevention Program (CLPPP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHHS – Department of Health and Human Services

DHS - Department of Health Services (See CDPH)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

Environmental Investigation – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an REHS, to identify the sources of exposure to lead in the child's environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

EPA – Environmental Protection Agency

EPSDT – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

EPSDT-SS – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services (Department of Health Services).

HIPPA – Health Insurance Portability and Accountability Act

HISS – Health Information Services Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of Health

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Services as a "certified lead inspector/assessor" in accordance with Section 35001 *et seq.*, of Title 17 of the California Code of Regulations.

Lead Poisoned Child – A child with a venous blood lead level of 10 ug/dL or greater.

Lead Poisoning Follow-Up Form – The form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child's family, and environment. (CLPPB Program Letter 98-02).

LHRS – Lead Hazard Reduction Section (of CLPPB)

LIHEAP - Low Income Home Energy Assistance Program

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

Medi-Cal Administrative Activities – These activities are necessary for the proper and efficient administration of activities in support of environmental investigations provided by Registered Environmental Health Specialist (REHS) as an EPSDT-SS, and Medical Nutrition Assessment and Therapy provided by Registered Dietitians (RD) as an EPSDT-SS (CLPPB Program Letter 96-1).

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Services which coordinates Medi-Cal funding for lead related services and activities provided to children who are Medi-Cal beneficiaries and who meet the case definition of lead poisoning (CLPPB Program Letters 96-1, 97-11 and 98-01).

The budgetary components of the MCLP are:

- 1) PHN lead poisoning case management services.
- 2) Medi-Cal Administrative Activities
 - a. Non-Enhanced
 - b. Enhanced

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Exam Survey

O & E- Outreach and Education

OEHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLHC - Office of Lead Hazard Control

OLPPP – Occupational Lead Poisoning Prevention Program

OSHA – Occupational Health and Safety Act (also see Cal-OSHA)

OSS – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

PDSS - Program Development and Support Section (of CLPPB).

PERS – Program Evaluation and Research Section (of CLPPB).

PHN – Public Health Nurse, a person licensed and certified in accordance with California Business and Professions Code Sections 2725 *et seq.*, and 2816 *et seq.*

PR - Progress Report - A bi-annual report required of the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.

PRRF - Progress Report Response Form

RA – Research Assistant

RASSCLE – Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

Regional Meetings – Routine meetings of CLPPPs within a given geographical area of the state of California and the CLPPB for the purpose of program development.

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*

RFA - Request for Application – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.

RPM – CLPPB Regional Program Manager

SC – CLPPB Section Chief

SLAB – State Lead Advisory Board

SOW - Scope of Work

TEC - travel expense claim (form)

USDA – U. S. Department of Agriculture

WIC – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.

WNL – Within normal limits

ug – Microgram, which is one millionth of a gram

ug/dL – micrograms per deciliter-used to indicate the amount of lead in blood.

XRF Instrument - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.

RESOLUTION

CHILDHOOD LEAD POISONING PREVENTION BRANCH STANDARD
AGREEMENT

The County of Los Angeles Board of Supervisor (hereafter "Board of Supervisors") at the meeting identified below, accept grant funds from California Department of Public Health , Childhood Lead Poisoning Prevention Branch (hereafter "CDPH-CLPPP") to provide direct case management for children and education to communities, families and health care providers; and

WHEREAS, the Department of Public Health (hereafter "DPH") received Standard Agreement 08-85065 (hereafter "Grant Agreement") from the CDPH-CLPPP for grants funds in the amount \$15,031,586 for Fiscal Years 2008 through 2011.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles authorizes and empowers the Director of Public Health, or his designee, to execute in the name of the County of Los Angeles Grant Agreement and related amendments. Furthermore, the Board of Supervisor authorizes and empowers the Director of Public Health, or his designee, to execute any other necessary documents to the Grant Agreement for the purpose of securing grant funds from CDPH-CLPPP. For the purpose of the Grant Agreement, designee shall consist of the Director of Public Health or his designee.

The foregoing resolution was passed on 14TH day of OCTOBER, 2008 adopted by the Board of Supervisor of the County of Los Angeles and ex officio, the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

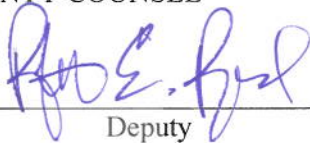


Jonathan E. Freedman, Chief Deputy
Department of Public Health


APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By



Deputy



SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
County of Los Angeles

Deputy

